

Borrower covenants that Borrower is lawfully seized 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.

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."

Any Rider (Rider) attached hereto and executed or even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

which has the address of 5513 S 79th Ave, Justice, Illinois 60455 (Street) (City) (State) (Zip Code) 18-36-315-007 (herein "Property Address") and Permanent Parcel Number 18-36-315-003

Lots 98 and 99 in Frank De Lurich, Rosalie Highlands, a Subdivision of the South 38/80ths of the West Half of the Southwest Quarter of Section 36, Township 38 North, Range 7 East of the Third Principal Meridian, as per plat recorded August 26, 1937 as Document 12045010, in Cook County, Illinois.

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; and the performance of the covenants and agreements of Borrower herein contained, Lender does hereby mortgage, grant and convey to Lender the following described property located in the County of Cook, State of Illinois:

88542372

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 59,500.00, which indebtedness is evidenced by Borrower's note dated November 21, 1988 and extensions, renewals and modifications thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on December 1, 1988

THIS MORTGAGE is made this 21st day of November 1988, between the Mortgagee, Charles W. Cheney and Edna H. Cheney, his (herein "Borrower"), whose address is 5513 S. 79th Ave., Justice, Illinois 60455 and the Mortgagee, First Union Home Equity Corporation, a corporation organized and existing under the laws of North Carolina, whose address is CONS-14, Charlotte North Carolina 28288 (herein "Lender").

MORTGAGE

Chandler & Greenswag, P.C. 5701 Commercial Ave., Ste. 2 Northbrook, Illinois 60062 (Address)

MAIL TO

This instrument was prepared by:

Account No. 117-120569

0 8 8 5 4 3 7 2 88542372

UNOFFICIAL COPY

OFFICIAL RECORDS SECTION

THE STATE OF ILLINOIS, COUNTY OF COOK, BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois, My Commission Expires _____

WITNESSETH my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this _____ day of _____, 20____.

WITNESSETH my hand and seal this _____ day of _____, 20____.

NOTARY PUBLIC

NOTARY PUBLIC

NOTARIES

NOTARIES

NOTARIES

NOTARY PUBLIC

NOTARIES

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest due on the Note, second to the principal due on the Note, and then to other charges, if any, due on the Note.

3. Prior Mortgages and Decds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations, under any mortgage, deed of trust or other security agreement with a lien which has priority over this mortgage, including 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 attach a priority over this mortgage, and leasehold payments or ground rents, if any.

4. 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 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 renewals 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 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 mortgage.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this mortgage is on a unit in a condominium or a Borrower's obligations under the planned unit development. Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Protection of Lender's Security. 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, 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 6 shall require Lender to incur any expense or take any action hereunder.

7. 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.

8. 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 thereof, or for convenience 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.

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[Faint, illegible text from a document, possibly a contract or legal notice, is visible in the background.]

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This mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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.

15. Transfer of the Property or a Beneficial Interest in Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Mortgage.

14. Rehabilitation Loan Agreement. 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 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.

13. Borrower's Copy. Borrower shall be furnished a confirmed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recording hereof.

12. 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 conflicts 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.

11. 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 first class mail addressed to Borrower or the current owner at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these persons' names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class 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 as given in the manner designated herein.

10. 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 15 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.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises, (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

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.

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ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER (the "Rider") is made this 21st day of November 1988, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deced of Trust, Security Deced or Deced to Secure Debt (the "Security Instrument") of the same date...

5313 S. 15th Ave., Justice, Illinois 60455 (Property Address)

The words "I," "me" and "my" which also mean "we," "us" and "our", if more than one customer, mean the person or persons signing this agreement. The words "you," "your" and "yours" mean First Union Home Equity Corporation.

The Note contains provisions allowing for changes in the interest rate every three (3) months and in the amount of monthly payments every twelve (12) months.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows.

A. Interest Rate and Monthly Payment Changes. The Note provides for an initial interest rate of 11.0%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. Interest Rate and Monthly Payment Changes

A. Change Dates. The interest rate I will pay change on the first day of the month every three months during the term of the Note, beginning on the first day of April 1989, except the interest rate will not change during the last eleven (11) months of the loan term. Each date on which my interest rate could change is called an "Interest Rate Change Date." The fourth interest Rate Change Date and every fourth interest Rate Change Date thereafter will be called an "Interest Rate and Monthly Payment Change Date."

My monthly payment may change on the first day of December 1989 and on that date every twelfth (12th) month thereafter. Each date on which my monthly payment could change is called an "Interest Rate and Monthly Payment Change Date."

B. The Index. The "Index" is the weekly average auction rate of U. S. Treasury Bills with a maturity of 13 weeks, as made available by the Federal Reserve Board. If the Index is no longer available, the Note Holder will choose a new Index which is based on comparable information and will give me notice of this choice.

C. The Current Index Value. The "Current Index Value" is the average of the indexes for the preceding 13 weekly auctions ending with the last weekly auction during the second calendar month prior to the Change Date. Any change in the rate of interest will be based on changes in the Current Index Value. The initial interest rate on the Note is based upon the Current Index Value of 11.5%.

D. Calculation Of Interest Rate Changes And Interest Rate Limit. Before each interest Rate Change Date or Interest Rate and Monthly Payment Change Date, the Note Holder will calculate my new interest rate by adding Five and One Quarter (5.25%) percentage points to the Current Index Value. This sum will be my new interest rate until the next interest Rate Change Date or Interest Rate and Monthly Payment Change Date.

The interest rate I am required to pay until the first interest Rate and Monthly Payment Change Date will not be greater than 13.0%. Thereafter, my interest rate will never be increased during the twelve (12) month period between Interest Rate and Monthly Payment Change Dates by more than 2.0% (2.0 percentage points) added to the interest rate calculated on the interest Rate and Monthly Payment Change Date. My interest rate will never be greater than 15.0%.

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CHANDLER & GREENSWAG, P.C.
3701 COMMERCIAL AVE.
SUITE 8
NORTHBRIDGE, IL 60062

W. J. ...

PROPOSED

Edna E. Cheney

(SEAL)

Charles W. Cheney

(SEAL)

If Lender exercises the option to require late payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide of 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 the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to the lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the premises and agreements made in the Note and in the Security Instrument. Borrower will continue to be obligated under the Note and the Security Instrument unless Lender releases Borrower in writing.

G. Notice Of Changes
The Note Holder will deliver or mail to me a notice of any changes in the interest rate or monthly payment at least 30 days before the effective date of any change. The notice will include information required by law and also the title and telephone number of a person who will answer any question I may have regarding this notice.

F. Effective Date Of Changes
My new interest rate will become effective on each interest rate change date and interest rate and Monthly Payment Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the interest rate and Monthly Payment Change Date until the amount of my monthly payment changes again.

E. Calculation Of Monthly Payment Change
Before each interest rate and Monthly Payment Change Date, the Note Holder will calculate my new monthly payment. The new monthly payment is the amount of the monthly payment that would be sufficient to repay in substantially equal payments the unpaid principal of the Note on the maturity date at the rate of interest described in Sections 2 or 1(D) of the Note.

01/20/2009 08:59

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CHANDLER & GREENSWAG, P.C.
3701 COMMERCIAL AVE.
SUITE 8
NORTHBROOK, IL 60062

Mail to:

Property of Cook County Clerk's Office

0 8 8 5 4 3 7 2

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

16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice 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.

17. 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 16 hereof or abandonment 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 judicial sale, 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 shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, received fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

18. Loan Charges. If the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.

19. Legislation. If, after the date hereof, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.

20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance 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 WITNESS WHEREOF, Borrower has executed this Mortgage.

Edna E. Cheney
Edna E. Cheney
Borrower
(SEAL)

Charles W. Cheney
Charles W. Cheney
Borrower
(SEAL)

08549889

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IN SENATE, January 11, 1907.
REPORT OF THE
COMMISSIONERS OF THE LAND OFFICE,
IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE
MAY 11, 1898.

TO THE SENATE, BY THE COMMISSIONERS OF THE LAND OFFICE,
JAMES W. HARRIS, COMMISSIONER.

ALBANY: JAMES BROWN PUBLISHING CO., 1907.

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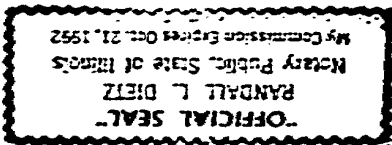
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885-42372

COOK COUNTY RECORDER
#4981 # A * 88-642372
1#1111 TRAN 4399 11/23/08 14:52:00
DEPT-91 \$17.25

CHANDLER & GREENSWAG, P.C.
3701 COMMERCIAL AVE
SUITE 8
NORTHBROOK, IL 60062

885-42372



My Commission Expires: 10-21-92

Notary Public

Given under my hand and official seal, this 21st day of November, 1992,
I, Randall L. Diez, a Notary Public in and for said County and State, do
hereby certify that Randall L. Diez personally known to me to be the
same person(s) whose name(s) is/are subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed and delivered the said
instrument as the free and voluntary act, for the uses and purposes
therein set forth.

STATE OF Illinois Cook County ss:

0 8 8 5 4 3 7 2

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872-1311

COOK COUNTY CLERK
111 N. WASHINGTON ST. CHICAGO, ILL. 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

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OFFICE OF THE CLERK
CHICAGO, ILL.

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