1001210

UNOFFICIAL THE GREEN

8945502

THIS MORTGAGE is made this : , between the Mortgagor, Eag. 19

day of

at the ear.

(herein "Borrower"), and the Mortgagee,

14 5 27 4 4 a fitted have existing under the laws of the first field of the field o whose address is the analysis to the management of the latter than the property of the

, a corporation organized and

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ and extensions and renewals which indebtedness is evidenced by Borrower's note dated the first party thereof (herein, 'Wite''), providing for monthly installments of principal and interest, with the balance of indebtedness, an 1617 if not sooner paid, sue and payable on

To Secure to Ler dei 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 covening and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

THE NORTH 40 FEED OF LOT 122 IN FRANK C. WOOD'S ADDITION TO MAYWOOD BEING A SUBDIVISION OF THE WIST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1910 IN BOOK 108 OF Total PLATS, PAGE 4, AS DOCUMENT NUMBER 4548223, IN COOK COUNTY, ILLINOIS.

F for all 15 -13-15 (4-610)

Carrie d to School In Marri & India on Delice.

2100 S. 8TH AVE.,

110,500,000

which has the address of

(Street)

(City)

Illinois

(Zip Code)

(herein "Property Address");

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. 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-FAMA/FHLMC UNIFORM INSTRUMENT

LND 35 (6/87) ILL.

UNOFFICIAL COPY

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has

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

21. Walver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any

charge to Borrower. Borrower shall pay all costs of recordation, if any.

a Notary Public in and for said county and state, do hereby certify that

sa insmusization said instrument as

County ss:

OFFICIAL

Given under my hand and official seal, this

SEVE

MA COMPLETION EXPIRES 8/21/91 NOTARY P. H.C. STATE OF ILLINOIS

68 61 SEPTEMBER

free voluntary act, for the uses and purpores, herein set forth.

subscribed to the foregoing instrument,

personally known to me to be the same, servinis) whose name(s) IS

appeared before me this day in person, and act nowledged that S he

16/17/8

THIE H CORBO

STATE OF ILLINOIS.

My Commission expires:

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

default under the superior encumbrance and of any sale or other foreclosure action.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for these rents actually received. bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a

any condemnation or other taking of the Property, or part thereof, or for econcyance in lieu of condemnation, are hereby assigned and shall be paid to emper of other security agrees ment with a lieu which has pring to extra the Merkage.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with related to Lender's interest in the Property.

privided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor 8. Inspection, Lander may make or cause to be made reasonable entries upon and inspections of the Property,

Nothing contained in this paragraph " shall require Lender to incur any expense or take any action hereunder. detent to payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. become additional indebtedness of Bortower secured by this Mortgage. Unless Bortower and Lender agree to other

Any amounts disbursed by Lander pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

Sorrower's and Lender's written agreement or applicable law.

maintain such transminates in secondaries in the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Morigage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lander, at Lander's option, upon notice to Borrower, may make such appearances, disburse such sums, including Morigage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this tions of the condominium or planned unit development, and constituent documents.

declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulain a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Morgage is on a unit tower shall keep the Property in good repair and shall not commit waste or permit impairment of deterioration of the

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Univ Developments. Boror to the sums secured by this Mortgage.

authorized to collect and apply the insurance proceeds at Lender's option either to restoract or repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim it ansurance benefits. Lender is

If the Property is abandoned by Borrower, or if Borrower fails to respond to Le, der within 30 days from the date proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make от оther security адтееллен with a lien which has priority over the Mortgaga

Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust radited of oldridocor mior is in dar do rosel in orurlo ograficion durbinale e obuloni flade data radited of oldridocor that such approved shall not be unreasonably withheld. All insurance pointies and renewals thereof shall be in a form

Abserted rapid grantier providing the insurance chall be chosed by Bortower subject to approved the defect provided.

may require and in such amounts and for such periods as Lender reay require. insured against loss by fire, hazards included within the term "Canded coverage", and such other hazards as Lender

5. Hazard Insurance. Borrower shall keep the impresements now existing or hereafter erected on the Property

Morigage, and leaschold payments or ground rents, if any

assessments and other charges, tines and impositions are boundle to the Property which may artain a priority over this including Borrower's coverants to make payments when due, Borrower shall pay or cause to be paid all taxes. under any mortgage, deed of trust or other seenticy agreement with a lien which has priority over this Mortgage.

4. Prior Mortgages and Deeds of Trust, Coarges; Liens, Borrower shall perform all of Borrower's obligations Borrower under paragraph 2 hereof, then to in erest payable on the Note, and then to the principal of the Note.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs I and 2 hereof shall se applied by Lender first in payment of amounts payable to Lender by

held by Lender at the time of application as a credit against the sums secured by this Mortgage. Lender shall apply, no later than into ediately prior to the sale of the Property or its acquisition by Lender, any Funds

held by Lender. If under paragraph of hereof the Property is sold or the Property is otherwise acquired by Lender. Upon payment in full of air surre secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require.

they fall due, Borrower shall bay to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly repeild to Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessment, it surance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to Funds are p edged as additional security for the sums secured by this Mortgage.

the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and 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, unicss Lender the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are deed of trust if such holder is an institutional lender.

such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay indebtedness evidenced by the Note and late charges as provided in the Note.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 10. Borrower Not Released Furbellance by Lender Not Walver Extension of the time for payment or modification of amortization of the sums secured by this Morrgage 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 her in, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address 2s Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be directed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Lay, Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the 2-operty 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 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 Agreement. Engreener 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 Londer, 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. If Borrower sells or 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 sub-nicted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower 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 likelihoo i 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 apt on to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower any pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, will out further notice or demand on Borrower, invoke any remedics permitted by paragraph 17 hereof.

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

- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrover's oreach 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 specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the patice 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 lareclosure 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 it reclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of forelosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title, sports.
- 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 hen 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.

894550

___(Seal) Borrower

UNOFFICIAL COPY

DUE-ON-TRANSFER RIDER

Notice: This rider adds a provision to the Security Instrument allowing the Lender to require repayment of the Note in full upon transfer of the property.

This Due-On-Transfer Rider is made this 23RD day of SEPTEMBER , 19.89, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

TCF CONSUMER FINANICAL SERVICES, INC.

(the "Lender")

of the same date (the "Note") and covering the property described in the Security Instrument and located at:

2100 S. 2TH AVE., MAYWOOD, IL 60153

(Property Address)

AMENDED COVE (AS 1. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 46 of the Security Lastrument is amended to read as follows:

16. Transfer of the Property or a Beneficial Face set in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) with an Under's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Instrument which do is 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 death of a joint tenant or (d) the grant of any leasehold interest of three plans or less not containing an option to purchase. Lender may, at Lender's option, declare all the sums secured by this Security Instrument to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrover notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrover may pay the sums declared due. If Borrover fails to pay such sums prior to the expiration of such period. Fender may, without further notice or demand on Borrover, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer (f. (1) Borrower causes to be submitted, as I ender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonable determines that I ender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender; (4) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing

IN WITNESS WHEREOF Borrower has executed this Due-On-Transfer Rider.

LUCILLE HANKERSON Borrower

UNOFFICIAL ROOPY

| THIS VARIABLE RATE RIDER is made this and is incorporated into and shall be deemed to amend and by the undersigned (the "Borrower") to secure Borrower's Variable (the "Borrower") and the secure Borrower's Variable (the "Borrower"). | day of |
|---|---|
| (the "Lender") of the same date (the "Note") and covering th | e property described in the Security Instrument and located at: $\frac{1}{2}$ |
| | Property Address) g for changes in the interest rate whenever the |
| "index rate" changes, and for annual | adjustments to Borrower's payment amount, ad- ent to Borrower's final payment amount. |
| ADDITIONAL / WENANTS. In addition to the covenants and agreements made in the | e Security Instrument. Borrower and Lender further covenant and agree as |
| follows: CHANGES IN PAYARUS A SCHEDULE DUE TO INTER | DECT DATE CHANCES |
| The Note provides (a.w.) portial annual interest rate of and payment schedule as follow | %, and also provides for changes in the interest rate |
| Borrower's rate will be a variable annual rate of vious business day in the Wall Street Journal under "Money Ra | % in excess of the highest U.S. Prime Rate published the pre- ates" (the "index rate"). If the index is no longer published. I ender will select |
| decreases, the interest rate will also decrease by the same amor | outly Borrower of the change. It, during the term of the Note, the index rate int. If the index rate increases, the interest rate will also increase by the same rate each business day rexeludes Saturday, Sunday and legal holidays), to re- |
| flect changes in the index rate. The interest rate will never be in in effect on the date 120 days before the final paymer (is due will.) Borrower's monthly payment will change annually on | cill be the rate I ender charges after that date each anniversary date of the first payment due date. Lender will determine |
| the amount of the monthly payment that would be large on a amount in full by the final payment due date. Lender will use to (referred to below) to make this calculation. If the Note has no | wh to repay the unpaid principal balance of the Note plus interest on that the interest rate in effect on the date shown in the notice of payment change it been faild in full by |
| Borrower will pay the remaining unpaid principal and accrued []. Borrower will continue to make regular monthly payn paid in full. Interest rate increases may extend the original pay | d interest in full on that date tents until the unpaid principal and interest due under the Note have been ment sch (dole. If the Note has not been paid in full by |
| [] Borrower's final payment will be adjusted so that the u- NOTICE. | id principal gad accraed interest in full on that date. npaid principal gad interest due under the Note will be paid in full. |
| the change becomes effective. LOAN CHARGES. | e payment at least 25 day (Oct no more than (20 days) before the date when |
| so that the interest or other loan charges collected or to be collected on to be collected on to be collected by the amount necessary to reduce Borrower which exceeded permitted limits will be refunded to | callaw which sets maximum oally barges, and that faw is finally interpreted cted in connection with the Joan exc. ed permitted limits, then: (1) any such a the charge to the permitted limit, and (2) any sums already collected from a Borrower Lender may choose to make this refund by reducing the prinsipal collected may choose to make this refund by reducing the prinsipal collected. |
| eipal owed under the Note or by making a direct payment to Be hal prepayment under the Note. LEGISLATION: | orrower. If a refund reduces principal, the reduction will be treated as a par- |
| Security Instrument or this Variable Rate Rider tother than the he sums secured hereby uncollectable, as otherwise provided i | able laws have the effect either of rendering the p. ov. sions of the Note, the is paragraph) unenforceable according to their terms, of all or any part of in the Security Instrument and this Variable Rate Rider of of diminishing may declare all sums secured by the Security Instrument to be immediately |
| fue and payable. | |
| | T ₅ |
| | |
| N WITNESS WIHRFOF, Borrower has executed this Variable | • 7 |
| | Lecelle of fairefle was (Seal) |
| | (Scal) Borrower |
| | (Seal) |