Borrower and Lendar coverient and legion as Tollows:

1. Payment of Principal and Interest. Burrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and into charges as provided in the Note, and the principal of and interest on any Future Advances secured by

this Mortgage

2. Funds for Taxes and insurance. Subject to applicable law or to a waiver by Lender. Berrowel shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (beroin "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus onetwolfth of yearly premium installments for hazard insurance, plus one-twolfth of yearly premium installments for mortgage insurance, it any, all as reasonably datimated initially and from time to time by Lander on the basis of assessments and bills and reasonable estimates thereat.

The Funds shall be held in an institution the depusits or accounts of which are insured or guaranteed by a Federat or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance promiums and ground rants. Lander may not charge for so holding and applying the Funds, enalyzing said account, or verilying and compiling said assessments and bills, unless Lender pays Garrower interest on the funds and applicable law permits Lender to make such a charge Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds, if any, are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds hold by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender shall not be sufficient to pay taxes, assessments.

within 30 days from the date notice is malled by Lender to Borrower requesting payment thereot.

Upon payment? Call of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. It under paragraph, 190 ereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than Immediately prior to the sale of the Property or its acquisition by Lander, any Funds held by Lender at the time of application as a credit

against the sums secured by this Mortgage.

3. Application of Payme its, Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs

and 2 hereof stall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest and the principal on the Note and then to interest and principal on any Future Advances.

4. Charges; Liens, Borrower shill pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Niort gaze, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lander all notices of amounts due univer this paragraph, and in the event Borrower shall make payment which has palarity over this Morrower. turnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage: provided, that Corrower shall not be required to discharge any such lien so long as Corrower shall agree in writing to the payment of the obligation secured by such lien in a manuer at capitable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which opered to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Heseral treatment. Borrower shall keep the ir proceedings by the lien or forfeiture of the Property insured against loss by

fire, hazards included within the term "extended cove age", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that hander shall not require that the smount of such coverage exceed that amount of caverage required to pay the sums secured by this Mc rigage.

The insurance carrier providing the insurance shall be chisen by Borrower subject to approval by Lender; provided, that such approval and not be unreasonably withheld. All premiums on insure in a policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, men due, directly to the insurance carrier.

All insurance pelicies and renewals thereof shall be in form acceptable to Lender and shall include estandard mortgage clause in favor of and in form acceptable to Lender, Lender shall have the right to be id the pelicies and renewals thereof, and Borrower shall promptly

of and in form acceptable to Lender, Lender shall have the hight to hi to the paticies and receivals thereof, and borrower shall promptly furnish to Lender all renewal notices and all receipts of paid in amiums, in the event of loss, Borrower shall give prompt notice to the Insurance carrier and Lender. Lender may make proof of loss if no mixte promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance the ceode shall be applied to restoration or repair of the Property damaged, previded such restoration or repair is economically leasible in the security of this work agree in not thereby impaired. If such restoration or repair is not economically leasible or if the security of this work age would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to do rower. If the Property is abandoned by Borrower, or if Borrower falls to respond to Lender writtin 30 days from the date notice is mailed by Lender's Borrower that the insurance carrier offers to a least the contents and the fall and the lander's outlon after to a least the contents and the fall and and the fall

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.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or unange, the amount of such installments. If under paragraph 15 hereof the Property is acquired by Lender, all right, title and interest of Borrow. In and to any insurance particles and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition six if pase to Lender to the extent of the sums

secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominiums; Planned Unit Description and Meintenance of Preperty; Lesseholds; Condominium and Meintenance of Preperty and Meintenance of Prep 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 II this Mortgage is on a teasehold. If this Mortgage is on a until in a condominium or a planned unit development, Borrower's obligations under the declaration or covenants creating of governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreement be incorporated into and shall amend and supplement the covenants and agreement by this Mortgage as if the rider were a part hereof

7. Prolection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in the Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then I onler at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lander's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Lender 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, 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, 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 7

shall require Lender to incur any expense or take any action hereunder.

8. Inspection, Londer 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 Lunder'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 thereof, or for conveyance in the of condemnation, are hereby assigned and shall be paid to t.ender in the event of a total taking of the Property, the proceeds shall be applied to the surbs secured by this Mortgage, with the excess, if any.

paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lander otherwise agree in writing, there shift be applied to the sums secured by this Mortgage such proportion of the proceeds as a equal to that proportion which the immunit of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the

date of laking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for demagas, Borrower falls to respond to Lender within 30 days after the date such notice is mailed; Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Storower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hersel or change the amount of such installments.

teased. 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 Sorrower 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 etherwise modify amortization of the sums secured by this Mortgage by reason of any demand made

refuse to extend time for payment or etherwise modify amortization of the sums secured by the Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbassance by Leader Ret a Water, Any forbassance by Leader in exercising any right or remedy hersunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise any such right or remedy. The procurement of insurance or indebtedness secured by this Mertgage.

12. Remediae Cumulative. All remedies provided in this Mertgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Secureous and Assigns Bound; Joint and Secured Liebitity, Captions. The covariants and agreements herein contained shall pind, and the rights hereunder shall inure to, the respective successors and sestions of Lender and Berrower, subject to the previsions of paragraph 17 hereof. All coveriants and agreements of Borrower shall be joint and several. The captions and headings of the peragraphs of this Mortgage are fer correctived under applicable law to baginer in another manner. (a) any notice to Borrower provided for in this Mortgage shall be given by making such notice by certified mell addressed to Berrower 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 shell be given by certified mell, required requested, to Lender's address estated herein or to such other address as Borrower may designate by notice to Center mell, and the manner designated herein. Any notice to Portower or be the manner designated herein.

menner designated herein. 15. Uniterm Mestgage; © 18. Uniform Mestagge; Gererating Laur, Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be geverned by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, seek conflict shall not effect other provisions of this Mortgage or the Note which can be given affect will to it the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Beryswer's body. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after

17. Transfer of the Property: Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior wit ten consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage. (b) the creation of a purchase money shour ny interest for household appliances, (c) a transfer by devise, descent to by operation of taw upon the death of a joint tenent or (d) the crunt of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums accured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in accelerate il, prior to the sale or transferr, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such parser. It satisfactory to Lender and that the interest psychie on the sums secured by this Mortgage shall be at such rate as Lender shall requist. If Lender has waived the option to accessor in interest has executed a creten assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the hole.

If Lender exercises such option to acrete etc., Lender shall mail Berrower natice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of collections the detection of sections of the forcewer may pay the sums declared due. If Borrower latts to pay such paragraph 19 hereof.

18. Asseleration; Remedies. Except as provided in a respect 17 hereof, spen Borrower's breach of any coverant or agreement of Berrower in this Mertgags, including the operants to (w / non-due any suchs secured by this Berryags, Lender prior to acceleration shall mail notice to Berrower as provided in paragraph 14 ke., w operations (19) the issuesk; (2) the action required to cure such breach must be cure in the date the notice to mail of the process. (2) the action required to cure such process on a date, not less than 26 days from the date specified in the notice, by which such breach must be cured; and (4) that foliuse to cure such breach on a related processing and sale of the Property. The notice shall further inform Borrower at the right to reinstate after assessments and the right is seast in the furciouser presenting (w van-existence of a default or any other defence of Borrower is assessmented in the notice. Lender's option may decise attended to the sums secured by this Mortgage to be immediately the right aposition without further demand and may foreclose this Mortgage by judicals proceeding. Lender shall be critical to collect in a decision and expectation, including, but not limited to respect to the sums secured by this Mortgage, Borrower shall have the right to have any proceedings began by Lender to antorice this Mortgage (b) Borrower cures all breaches of any other cure has Mortgage if; (a) Berrower pays Lender all sums which would be than due in the Mortgage, the Note and notes accurred by Lender to coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all responses incurred by Lender in

ruting Advances as specified in paragraph 21, if any, had no acceleration occurred; (c) portower cures all prescribe of any other coverants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all responsible expenses incurred by Lender in enforcing the coverants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's less; and (d) sor ower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Sorrower's obtigation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and ours by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

26 Asslandment of Barrier Americans of Barrawer, As additional acquirity hereuprier, Borrower had secured by a payment of Barrawer.

20. Assignment of Renia: Appointment of Receiver. As additional security hereunder, Sorrower hereix assigns to Lender the rents of the Property, provided that Borrower shall, prior te acceleration under paragraph 18 hereof or abelia himmeni of the Property, have the

me Property, provided that sorrower shall, prior to acceleration under paragraph 16 hereof or socio when it is 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 elipitation of any period of redemption following judicial sale, Lender, in person, by agent or by judicially appointed receiver, shall be out feet upon, take possession of and manage the Property and to collect the rents of the Property, including those past due. All revits policially appointed for the receiver shall be applied first to payment of the easts of management of the Property and collection of rents, first uding, but not limited to, receiver's less, premiums on receiver's bonds and reasonable attorney's feets, and then to the sums secured by this thorages. Lender and the receiver shall be liable to account only for those rests account.

and the receiver shall be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, no make Future Advances to Borrower. Such Future Advances if made shall be at the same rate of interest as the Note secured by this Mortgage and such Future Advances, with interest thereon, shall be secured by this Mortgage. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note plus US \$100,000.00.

22. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void, and Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, it any.

UNOFFICIA

L SERVICES 734 .RIDGE .BOAD. (Address)

89576500



MCMMMOOD, IL 60430

THIS MORTGAGE is made this 30th day of NOVEMBER 9. 89 between the Mortgager, JAMES E. FORT JR. AND ROBBA J. FORT, MIS MINE	
BLAZER FINANCIAL SERVICES & INC. (hernin "Borrower"), and the Mortgagee. a corporation organized and existing	
inder the laws of ILLINOIS ROAD whose address is 734 RIGGS ROAD BOMENOUS, IL 60430 (herein "Londer").	
WHEREAS, florrower is indebted to Lender in the principal sum of THIRTY TECUSAND SIG MUNICIPED SEVENTY SIX CENTS (30676.96) Dollars, which indebtedness is evidenced by Borrower's note	
inted	
with the balance of the indebtedness, if not sooner paid, due and payable on	
TO SECURE to Longer (a) the repayment of the indebtedness evidenced by the Note, the payment of all other sums, with interest nerson, advanced in neighborship to protect the security of this Mortgage, and the performance of the covenants and greenents of Borrower jercin contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by ender pursuant to paragraph < hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender and ender's successors and assigns the following described property located in the County of	
State of Hinois	

LOT 6 (EXCEPT THE HORTH 8 FEET THERROF) AND ALL OF LOT 7 IN BLOCK 5 In Harvey residence subdivision of the West Half of the Morth Rast QUARTER OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 14, RAST OF THE THIRD PRINCIPAL MERIDIAN.

PERMANENT PARCEL NO. : 29-18-208-037

ount C D'PT-01 \$ 15.25 T/11/1 TRAN 0547 12/04/89 14:02:00 \$9£03 \$ A *~89~576500 COOL COUNTY RECORDER

which has the address of ... [Street]

ILLINOIS. (herein "Property Address");

[State and Zip Code]

TOGETHER with all the improvements now or hereafter precised on the property, and all easements, rights, appurionances, rents, royallies, mineral, oil and gas rights and profits, water, water rights, and water stock, and all lixtures attached to the property, all of which shall be deemed to be and remain a part of the real property covered by this Mortgage; and all of the loregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is inwivily selsed of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all cialins and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Londer's interest in the Property.

0705-13 (Illinois) 4/80

UNOFFICIAL COPY

Stopport Coop	
	TIST XOB. OF TAXABLE TO THE GOLDO OCOOG-TEE (SIE)
DISONA AMBON: ALAGOS COST	Given under my hand and official seal, this
and voluntary act, for the uses and purposes therein set forth.	
	eubscribed to the foregoing instrument, appeared before me this do
	чеоця Agravated · · · · · · · · · · · · · · · · · · ·
HAIM SIR "LWOA "C	do hereby certify that
, size bee vinuo biss to! brin in olidary Public in and olidary	NALCHAND. DUFF.
-BOILOWST	IN WITNESS WHEREOF, Borrower has executed this Mortgage.