MAIL TO: HOUSEHOLD FINANCE CORPORATION III c/o ADMINISTRATIVE SERVICES 100 MITTEL DRIVE WOOD DALE, ILLINOIS 60191

100 MITTEL DRIVE ame) WOODDALE, IL 60191 (Address)

MORTGAGE

☑ IF CHECKED, THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGA	GE is made this <u>21st</u> day of <u>March</u> , 19 <u>89</u> ,	
between the Mortgar BARBARA SMITH	or, DARNELL SMITH, JR. AND BARBARA A. SMITH, AKA DARNELL SMI , HIS WIFE therein "Borrower"), and the Mortgagee,	
	HOUSEHOLD FINANCE CORPORATION III , a corporation organized and	
CALUMET PARK	aws of <u>DELAWARE</u> , whose address is <u>1330 W. 127TH STREET</u> IL 60643 (herein "Lender").	
*AS JOINT TEA		
The following pa	agraph preceded by a checked box is applicable:	
which indebtedness is	Borrower is indebted to Lender in the principal sum of U.S. \$	
rate specified in the l	Note (herein "contract rate") (including any adjustments to the amount of payment or the contract table) and che charges payable at Lender's address stated above, with the balance of the indebtedness, e and payable on	
'X WHEREAS.	Borrower is indefect to Lender in the principal sum of \$ 39,200.00 or so much	
extensions and renew	vanced pursuant to Porrower's Revolving Loan Agreement dated 3/21/89 * and als thereof (herein "Note", providing for payments of principal and interest at the rate specified in	
the Note therein "corvariable, providing for initial advance of \$\Sigma\$.	tract rate") including any adjustments to the amount of payment or the contract rate if that rate is r a credit limit of \$ 39, 200,00 and an	
with interest thereon rate if that rate is vari	Lender the repayment of the indexedness, including any future advances, evidenced by the Note, at the applicable contract rate (including any adjustments to the amount of payment or the contract able) and other charges; the payment of all other sums, with interest thereon, advanced in accordance execurity of this Mortgage; and the performance of the covenants and agreements of Borrower herein loss hereby mortgage, grant and convey to bender the following described property located in the State of Illinois:	
PERMANENT PAR	CEL NUMBER: 25-15-314-028	
	DIE NOIDENT ES ES SET OZO	
W S T R	OT 2754 IN FREDRICK H. BARTLETT'S GREATER CHICAGO UBDIVISION UNIT MUMBER 7, BEING A SUBDIVISION OF THE EST 3/4 OF THE NORTH EAST 1/4 OF SOUTH WEST 1/4 OF ECTION 15, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE HIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF ECORDED JULY 6, 1917 AS DOCUMENT NUMER 6147297 IN COOK	0010000
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which has the addres	of 10844 S. CALUMET CHICAGO	
Illinois 6	(Street) (City)	
(Zi	Code! (nerein Property Address) and is the Borrower's 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.

*AS AMENDED BY THE AMENDMENT TO REVOLVING LOAN AGREEMENT DATED

RECORD BATA 33018747

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20. Release, Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, Borrower shall pay all costs of recordation, if any 21. Waiver of Homestead, Borrower hereby waives all right of homestead exemption in the Property under state of Federal law

[Vederal law]

[Vederal law]

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	Notary, Public		16		€
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6961	day of March	15,2	ricial sear this	ler my hand and ol	om nevitO
aid matrument as therein set forth.	s signed and delivered the section furtheres	= 5ri <u>T'</u> _ radi beg a ਨਾainulo≠ 99ti _	son, and acknowled	THRIK Te me this day in pe	rojaq pamaddr
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HTIMS ARABARA C	V DVBNETT SWITH AN	SMITH, AK	ND BARBARA A.	SMITER A	DARNELL
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ionoung S	THE SMITH JR.	DARNE			

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

1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a variable rate loan. The contract rate of interest and payment amounts may be subject to change as provided in

the Note. Borrowers shall promptly pay when due all amounts required by the Note.

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower 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 equires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Leader 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 are pledged as additional security for the sums secured on this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, issessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurar concerniums 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 any amount recessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums occured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 heleo' 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 Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts rayable to Lender by Borrower under paragraph 2 hereof, then to interest.

and then to the principal.

4. Prior Mortgages and Deed of Trust; Charge: 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 ray or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance, Borrower shall keep the improvement's 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.

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 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 corrier and Lender. Lender may make proof

loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lenuer 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.

6. 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 deteriors, in of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is or, a unit in a condominium or a 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.

7. 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' option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys'

fees, and take such action as is necessary to protect Lender's interest,

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract 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 7 shall require Lender to incur any expense or take any action hereunder.

8. 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.

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 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.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. 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. 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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actually received.

of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those payment of the costs of management. of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph? Thereof or abandonment of the Property, Lender shall be entitled to have a receiver

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, in abandonment

Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and and Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration by approver. 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 acceletation occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses other covenants or agreements and agreements of Borrower contained in this Mortgage, and in enforcing in enforcing in enforcing in coverages. to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to et follower Mortgage

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 the same secured by this Morrgage to be immediately due and payable without further demand and may foreclose this Morrgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' lees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate, Morwithstanding Lender's acceleration of the sums secured of this Mortgage due and Education of the sums secured of this Mortgage and Educatic Rounding Lender's acceleration of the sums secured of this Mortgage due and Education of the sums secured of this Mortgage and Educatic Rounding Lender's acceleration of the sums secured of this Mortgage. Use action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to be become a 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 are appropriate after acceleration and the right to assert in the foreclosure. MON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, ipon Borrower's breach of any covenant or agreement of Borrower in this Morrgage, including the covenants to pay when due any sums secured by this Morrgage. Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach:

by paragraph 17 hereof.

immediation of such paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the 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 may pay the sums related due. If Borrower fails to pay such sums prior to the expiration of such period. Lender may, without further notice of a mand on Borrower, invoke any temedies permitted by a paragraph 13 hereof. If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be

releases Borrower in writing.

of the export rice death of a purel arranged security interest for household appliances, (6) a transfer to a relative resulting an opurchase. (6) the creation of a purel arranged security interest for household appliances, (6) a transfer to a relative resulting from a borrower, (f) a transfer into an interest for the borrower becomes an owner of the property, (g) a transfer into an interest settlement agreement, by which the spource of the Porrower becomes an owner of the property, (h) a transfer into an interview settlement agreement, by which the spource of the Porrower becomes an owner of the property, (h) a transfer into an interview and which the Borrower is and remains. Lender becomes an owner of the property, (h) a transfer into an interview which the Borrower is and remains. Lender beneficiarly and which does not relate to a transfer of occupancy vivos trust in which the Borrower is an explained into a single to the transferce as if a new loan were being made to the transferce. Borrower will continue.

Were being made to the transferce. Borrower will continue to be submitted into a single continued by Lender the More and this Mortgage unless Lender releases Borrower in writing. of law upon the death of a joint terait, it has grant of any leasehold interest of three years or less not containing an option 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 encur, brance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation

made to the Property. improvement, rept., or other loan agreement which Borrower enters into with Lender, and Lender's option, may require Borrower to e accurate and deliver to Lender, in a form acceptable to Lender, in assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements or defenses which borrower may have against parties who supply labor, materials or services in connection with improvements

15. Rehabilitz non Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation.

of execution or after recordation hereof.

to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "cxpenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Bon or er's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of extention or at's recordation because not affect other provisions of this Mortgage or the More which can be given effect without the conflicting provision, and 13. 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 conflict shall in the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall any other event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall any other event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflicts that the conflicts are not clause of this Mortgage or the Note conflicts with applicable law, such conflicts and the conflicts and the conflicts with applicable law, and the conflicts are not clause of this Mortgage or the Note conflicts with applicable law, and the conflicts are not clause of this provision or clause of this Mortgage or the Note conflicts with applicable law, and the Note conflicts with applicable law and the Note conflicts with a provision or clause of this provision or clause of the Note conflicts with a provision or clause of the Note conflicts with a provision or clause of the Note conflicts with the Note of the Note of

been given to Borrower or Lender when given in the manner designated herein.

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 shall be given by certified 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 as provided herein. Any notice provided to have been given to Borrower or Lender and the provided for in this Mortgage shall be deemed to have

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property. who co-signs this Mortgage, but does not execute the Mote, (a) is co-signing this Mortgage, (b) is not personally liable on convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the More and chief More 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 that Borrower's 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 to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained