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WHEN RECORDED MAIL TO

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK LOAN FED DEPARTMENT P.O. BOX 348450

SALL MER SISSESSIAM

SACRAMENTO, CA 95834-8450

PREPARED BY: MELINDA MORRIS

90078872

(Space Above This Line For Recording Date)\_

DOC. 020

## **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 14, 1990
The mortgagor & RICKY L. PEARSON, A BACHELOR AND LISA WASHINGTON, A SPINSTER

("Borrower"). This Security Instrument is given to FIRST NATIONWIDE
BANK, A FEDERAL SAVINGS BANK
under the laws of THE UNITED STATES OF AMERICA, and whose address is 700 MARKET STREET,
SAN FRANCISCO, CA 94102

("Lander"). Borrower owes Lender the principal sum of FORTY THOUSAND EIGHT HUNDRED FIFTY AND 00/100

SOUTH 12 FEET OF LOT 40 AND 39 (EXCEPT THE SOUTH 7 FEET THEREOF) IN BLOCK 4 IN JOHN A. PRESCOTT'S BEVERLY HILLS SUPPLIVISION OF BLOCKS 4 AND 5 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THAT PART OF THE EAST 1/2 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF COLUMBUS, CHICAGO AND INDIANA CENTRAL RAILROAD, IN COOK COUNTY, ILLINOIS.

TAX 1.D. # 25-06-412-008

99978872

which has the address of

9223 SOUTH MARSHFIELD

CHICAGO, IL 60620-0000 ("Proporty Address");

96078872

Together With all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Security Instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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## **UNOFFICIAL CORY 2**

Uniform Covenants, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

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 the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, 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 that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires 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 are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrew items, shall exceed the amount required to pay the escrew items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or archited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrew items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

required by Lender.

Upon payment in fullo all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph is in Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Londer, any Funds held by Londer at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts, Unless applicable law provides otherwise, all payments received by Londer under Paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to propayment charges due under the Note; third, to amounts payable

under Paragraph 2; fourth, to interest oue; and last, to principal due.

4. Charges; Liens. Borrower shall ay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrumer, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly furnish to Lender reveipts evidencing the payments.

Borrower shall promptly discharge any lien which as priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a regimer acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which it the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holds of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance, Borrower shall keep the improvements now of sting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other he and stor which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The invarance carrier providing the insurance shall be chosen

by Borrower subject to Lender's approval which shall not be unreasonably withheld

All insurance policies and ronewals shall be acceptable to Lender and shall include as andard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically leasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not entend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraph, 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition

shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lendor agrees to

the mergor in writing.

7. Protection of Lendor's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lendor's actions may include paying any sums secured by a lion which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Londer does not have to do so.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement

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at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower

notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Londer otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in inte est or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or on ody shall not be a waiver of or proclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Soveral Liability; Cosigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 17. Borrower's covenants and agreements shall be join, and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is cosigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally o'ligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, mounty, forbear or make any accommodations with regard to the terms of this Security

Instrument or the Note without that Borrower's consent.

12. Loan Charges, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan c'iar zes collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by an amount necessary to reduce the charge to the permitted limit; and (b) 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 propayment without any propa, most charge under the Note.

13. Legislation Affecting Londor's Rights, If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Socurity Instrument and may invoke any remedies permitted by Paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrurior t shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall on directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Londer shall be given by inst class mail to Londer's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by toderal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting

provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16, Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. 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 pors in) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Society Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security in rumont.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a roriod 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 domand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for ".] reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this 🕮 Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's less; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londer's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully offective as if no accoleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraphs 13 or 17.

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Non-Uniform Covenants. Borrower and Londor further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not loss than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 19, including but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under Paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following 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. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums

secured by this Security Instrument.

21. Release. U.o. payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, dor, ower shall pay any recordation costs.

22. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

23. Ridors to this Security Instrument, If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

Graduated Payment Rider Other(s) (specify)	Planned Unit Development Rider Convertible Rider	
By Signing Below, Borrower acce in any rider(s) executed by Borrower and reco	pts and agrees to the torms and covenants contained in this Security Instrument of with it.	nent and
Auly & Pearson	0/4	
RICKY L PEARSON	C	Date
LISA WASHINGTON		Date
	C <sub>C</sub>	Date
	Ťś	(seal) Date
	(Space Below This Line For Acknowledgment)	
STATE OF ILLINOIS	iss,	
COUNTY OF BOY		
TAN WALLEY TO TANK OF THE SUBSCRIPTION OF THE	PUBLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CE PERSONALLY KNOWN TO ME TO BE THE TO THE COREGOING INSTRUMENT APPEADED RECORE ME THE	SAME

PERSONALLY KNOWN TO ME TO THE THE SAME
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR

MY COMMISSION EXPINES AL SEAL" Laurie Maybrun

Notary Propert State of Illinois My Compusion Expires 9/1/03

FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH

GIVEN UNDER MY HAND AND OFFICIALISEAL THIS

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