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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1990 MAR -9 14 11: 41

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CH 256 829

\$16.00

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 1, 1990
 19..... The mortgagor is EUGENE J. BROUGHTON & ANNE L. BROUGHTON HIS WIFE IN JOINT TENANCY
 ("Borrower"). This Security Instrument is given to
ASTRUM FUNDING CORP., which is organized and existing
 under the laws of DELAWARE and whose address is
111 GREAT NECK RD. GREAT NECK N.Y. 11021 ("Lender").
 Borrower owes Lender the principal sum of TEN THOUSAND DOLLARS
10,000.00 Dollars (U.S. \$.....). This debt is evidenced by Borrower's note
 dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
 paid earlier, due and payable on MARCH 16, 1993. This Security Instrument
 secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
 modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
 Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
 the Note. For this purpose, Borrower hereby mortgage, grant and convey to Lender the following described property
 located in COOK County, Illinois:

THIS MORTGAGE IS SUBJECT AND SUBORDINATE TO THE FOLLOWING PRIOR MORTGAGES: OLD STONE
 CREDIT CORP. OF ILLINOIS DATED OCTOBER 3, 1989 FOR 30,000.00 RECORDED OCTOBER
 4, 1989 AS DOCUMENT 89,470,541. THE APPROXIMATE BALANCE OF SAID MORTGAGE IS 29,863.70.

LOT 29 IN LILYDALE HIGHLANDS, A SUBDIVISION OF THE WEST 7 1/2 ACRES OF THE NORTH
 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH RANGE 14
 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

PERMANENT TAX NUMBER: 25-09-204-021

PREPARED BY: FELICIA RENEE DURKIN

RETURN TO: ASTRUM FUNDING CORP. 111 GREAT NECK RD. GREAT NECK N.Y. 11021

MORTGAGOR SHALL FURNISH THE MORTGAGEE WITH A PAID TAX BILL WITHIN THIRTY DAYS
 FROM THE DATE SAID TAXES ARE FULLY DUE AND PAYABLE. IF MORTGAGOR FAILS TO DO SO,
 THE ENTIRE MORTGAGE WILL BECOME DUE AND PAYABLE.

which has the address of 9514 S. LASALLE CHICAGO
(Street) (City)
 Illinois 60628 ("Property Address");
(Zip Code)

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."

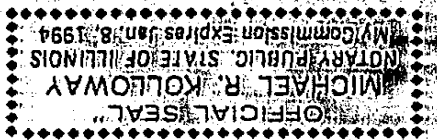
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
 mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
 Borrower warrants and will defend generally the title to the Property against all 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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(Space Below This Line Reserved For Lender and Recorder)



My Commission expires: 1/8/94

Given under my hand and official seal, this 1st day of MARCH, 1990.

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that EUGENE J. BROUGHTON & ANNE L. BROUGHTON, HIS WIFE AS JOINT TENANTS,

I, Michael R. Kolloway

STATE OF ILLINOIS, COOK County ss:

ANNE L. BROUGHTON

(Seal) Borrower

EUGENE J. BROUGHTON

(Seal) Borrower

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Other(s) [specify]

Graduated Payment Rider

Adjustable Rate Rider

Condominium Rider

Planned Unit Development Rider

2-4 Family Rider

Instrument (Check applicable box(es))

This Security Instrument and the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the terms, conditions and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

23. Riders of this Security Instrument, if one or more riders are executed by Borrower and recorded together with this Security Instrument, shall be deemed to be a part of this Security Instrument.

22. Lender of Homesteaded Borrower waives all right of homestead exemption in the Property.

21. Release. Upon payment of all issues secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Lender in possession of the Property 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.

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 and (d) that shall cure the default on or before the date specified in the notice; 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.

18. 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.

17. 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.

16. 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.

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1. 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.

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Michael R. Kolloway
Notary Public

Given under my hand and official seal, this 1st day of MARCH, 1990.

set forth.

signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they

personally known to me to be the same person(s) whose name(s) is/are

do hereby certify that EUGENE J. BROUGHTON & ANNE L. BROUGHTON, HIS WIFE AS JOINT TENANTS,

I, Michael R. Kolloway

STATE OF ILLINOIS, COOK County ss:

ANNE L. BROUGHTON

(Seal) Borrower

EUGENE J. BROUGHTON

(Seal) Borrower

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Other(s) [specify]

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Adjustable Rate Rider

Condominium Rider

Planned Unit Development Rider

2-4 Family Rider

Instrument (Check applicable box(es))

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1. 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.

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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 escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow 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 full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the 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 Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied, first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in 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 holder 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 existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard 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 feasible 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 extend 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 Lender agrees to the merger in writing.

7. **Protection of Lender'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. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender 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 at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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11. 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.

12. 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 a reasonable cause for the inspection.

13. 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.

14. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess paid to Borrower. In the event of a partial taking of the Property, the amount of 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 balance shall be paid to Borrower.

15. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormor offers to make a warranty or title 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.

16. 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.

17. Lender, Not Released. Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of or satisfaction of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower or shall not constitute an admission of liability of the original Borrower or Borrower's successors in interest. Lender shall not be deemed to have released, discharged, or satisfied the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be deemed a waiver of or partial release of any right or remedy.

18. Successors and Assigns. Borrower, Lender, and all persons who are named as successors and assigns in this Security Instrument shall be bound by the terms and conditions of this Security Instrument, and the provisions of this Security Instrument shall apply to the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's consent is hereby given to the execution of this Security Instrument, and to the conveyance of the sums secured by this Security Instrument to Lender, and (c) agrees that Lender and any other Borrower may agree to extend, modify or bear or make any accommodation, loans with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

19. 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 charges collected or to be collected in connection with the loan exceed the permitted limit, then (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) 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 repayment without any prepayment charge under the Note.

20. Legislation Affecting Lender's Rights. If enactment, amendment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument or of the exercise of any right or remedy under this Security Instrument, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 9. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 14. Notices. Any notice to Borrower provided for in this Security Instrument 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 be directed to the Property Address for any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender, and address stated therein or another address given to Borrower or Lender when given as provided in this paragraph.

21. Governing Law; Severability. This Security Instrument shall be governed by Federal 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.

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

23. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in this Security Instrument is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law or the date of this Security Instrument.

24. Lender's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued as to any time period in the earlier of (a) 5 days (or such other period as applicable law may specify for this instrument) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of judgment enforcing this Security Instrument. Those conditions are that Borrower: (i) pays all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (ii) enters any default of any other covenants or agreements or (iii) pays all expenses incurred in enforcing this Security Instrument, including but not limited to reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender'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 effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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RIDER TO MORTGAGE DATED: 3/1/90

FROM: EUGENE J. BROUGHTON & ANNE L. BROUGHTON HIS WIFE
IN JOINT TENANCY
TO: ASTRUM FUNDING CORP.

RIGHT OF LENDER TO CURE DEFAULT UNDER PRIOR MORTGAGE

I authorize the Lender to make such payments as shall be necessary to cure a default under any prior mortgage covering the property, and any payments so made, together with interest at the rate of two (2) percent per month from the date of disbursement until the date of repayment, shall become part of the Debt and shall be secured by the lien of this mortgage, and I shall pay the same within 10 days after demand.

Notwithstanding any other rights or remedies available to the lender, in the event of a default under any prior mortgage covering the property, the lender may, at its option, require immediate payment in full of all sums secured by this mortgage.

ADDITIONAL PROPERTY MORTGAGED

I also mortgage to you all personal property, attached to or used in connection with the premises, including but not limited to steam and hot-water boilers, pipes, radiators, bath-tubs, water-closets, refrigerators, gas and electrical fixtures, ranges, carpets, rugs, shades, oil burners, coal stokers, plumbing and bathroom fixtures, air conditioning and sprinkler systems, clothes washers and dryers, dishwashers, wash tubs, sinks, stoves, awnings, screens, storm windows and storm doors, elevators, motors, dynamos, kitchen cabinets, incinerators, plants and shrubbery and all other equipment and machinery, appliances, fittings, and fixtures of every kind, and all replacements and additions.

NO ABANDONMENT

I will not abandon the premises; such being deemed to be abandonment in the event I am absent from the premises for 30 days or more, and fail to deny such abandonment within 30 days of notice by Lender sent to the property address.

LOSS OF PROPERTY ON DEFAULT

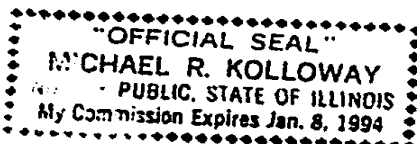
DEFAULT IN THE PAYMENT OF THIS LOAN AGREEMENT MAY RESULT IN THE LOSS OF THE PROPERTY SECURING THE LOAN. UNDER FEDERAL LAW, YOU MAY HAVE THE RIGHT TO CANCEL THIS AGREEMENT. IF YOU HAVE THIS RIGHT, THE CREDITOR IS REQUIRED TO PROVIDE YOU WITH A SEPARATE WRITTEN NOTICE SPECIFYING THE CIRCUMSTANCES AND TIMES UNDER WHICH YOU CAN EXERCISE THIS RIGHT.

Eugene J. Broughton
Borrower: EUGENE J. BROUGHTON
Anne L. Broughton
Borrower: ANNE L. BROUGHTON

90106571

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that EUGENE J. & ANNE L. BROUGHTON personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as THIER free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 1 day of MARCH 1990



Michael R. Kolloway
Notary Public

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MICHAEL R. KULLOWAY
PUBLIC STATE OF ILLINOIS
My Commission Expires 12/2, 2001