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	GREEN TREE ACCEPTANCE, INC. P.O. BOX 8081
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purposes l'iersin set forth.	free voluntary act, for the uses and
and actin/wledged that be signed and delivered the said instrument as	appeared before me this day in person,
erson(e) miose name(s) At subscribed to the foregoing instrument.	ornal of the state of the state of the state of
a Motary Public in and for said county and state, do hereby certify that	` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` ` `
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wer has executed this Mortgage.	IN WITHESS WHEREOF, Borro
ice to Lender, at Lender's address set forth on page one of this Morigage, of any eand of any sale or other foreclosure action.	priority over this substitute to kive 1900, default under the substitut encumbranc
holder of any mortgage, deed of trust or other encumbrance with a lien which has	Strower and Lender request the
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MORTGAGES OR DEEDS OF TRUST	e e e e e
ИВ РОВЕСТОВИВЕ ИИВЕВ ВОРЕВІОВ	
REQUEST FOR NOTICE OF DEFAULT	

00335415

P.O. .COX .8081

DAVENPORT, IA 52809

(Name)

(Address)

MORTGAGE

90335415

THIS MORTGAGE is made this SMAIN	30 day of	March	
THIS MORTGAGE is made thin Swain 19.90, between the Mortgagor	"Borrower"), and the	Mortgagee	CONSTRUCTION
		a corpoi	ation organized and
existing under the Jaws Not CI ABOURN			614
		(herein "L	ender").
WHEREAS. Borrower is indebted to Lende which indebted es. is evidenced by Borrower's thereof (herein "Note"), providing for monthl if not sooner paid due and payable on	er in the principal sum of some dated	of U.S. \$ ^{7500,00}	ensions and renewals

To SECURE to Loader the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with in exist thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverants and agreements of Borrower herein contained. Borrower does hereby mortgage, grant

> UNITS, 201, 201-A and 201-B, as delineated on Survey of the following described parcel of real estate (hereinafter called "Parcel"), The South 18 feet of Lot 6, all of Lot 7, and the North 9 feet of Lot 8 in West's Resubdivision of Lots 13 to 24 inclusive in Stuart's Subdivision of East 1/3 of that part North of 68th Street of Northeast 1/4 of the Southwast 1/4 of Section 24, Township 38 North, Range 14, East of the Third Principal Meridan, on Cook County, Illinois, which Survey is attached as Exhibit "A" to Declaration of Condominium made by Guaranty Bank and Trust Company, as Trustee under Trust No. 9949, recorded in the Oilian of Recorder of Cook County, Illinois, as Document No. 19716679, Together with an Undivided 16 2/3% interest in said Parcel (Excepting from said Parcel the property and space comprising all the Units thereof as defined and set forth in said Declaration and Survey).

PIN #20-24-406-020-1004

CHICAGO which has the address of Street (City) 60649 (herein "Property Address"); Illinois (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage: and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage. grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands. subject to encumbrances of record.

ILLINOIS- SECOND MORTGAGE -- 1 BO -- FHMA/FHLMC UNIFORM INSTRUMENT

hereby assigned and shall be paid to conder subjection the female mention which has being the female that the female mention in the female mention with the female mention with the female mention in 👣 or other security agree any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are 9. Condemnation. The proceeds of any award or ciaim for damages, direct or consequential, in connection with

related to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor

5. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property. Mothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof.

become additional indebtedness of Borrower secured by this Mortgage. Uniess Borrower and Lender agree to other Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall

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

maintain such insutance in effect until such time as the requirement for such insurance terminates in accordance with insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agreements contained in this

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

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Bor-

or to the sums secured by this Mortgage.

authorized to collect and apply the insurance proceeds at Lender's option cither to restoration or repair of the Property notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date

proof of loss if not made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance tartier and Lender. Lender may make

or other security agreement with a flen which has priority over this Mortgage. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust acceptable to Lender and shall include a standard mortgage clause in faver of and in a form acceptable to Lender

that such approval shall not be unreasonably withheld. All insurance publices and renewals thereof shall be in a form The insurance carrier providing the insurance shall be chosen by Portower subject to approval by Lender; provided.

may require and in such amounts and for such periods as Lender riey require.

insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

Mortgage, and leaschold payments or ground rents, if any.

5. Hazard insurance. Borrower shall keep the improvernents now existing or hereafter erected on the Property

assessments and other charges, lines and impositions at gif utable to the Property which may attain a priority over this including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes.

under any mortgage, deed of trust or other security egreement with a lien which has priority over this Mortgage. 4. Prior Morigages and Deeds of Trust in agest Liens. Borrower shall perform all of Borrower's obligations.

Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. the Note and paragraphs I and 2 hereof Livall be applied by Lender first in payment of amounts payable to Lender by

3. Application of Payments. Unicis a plicable law provides otherwise, all payments received by Lender under held by Lender at the time of application to a credit against the sums secured by this Mortgage.

Lender shall apply, no later than imne lines prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender. If under parageapt 17 hereof the Property is sold or the Property is otherwise acquired by Lender.

Upon payment in full of all was secured by this Mortgage, Lender shall promptly refund to Borrower any Funds

Lender may require.

they fall due, Borrower snall [say to Lender any amount necessary to make up the deficiency in one or more payments as the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as either promptly reading Borrower or credited to Borrower on monthly installments of Funds. If the amount of taxes, assessments. Asstrance premiums and ground rents as they fall due, such excess shall be, at Borrower's option. the due dates of ".xxs. assessments, insurance premiums and ground rents. shall exceed the amount required to pay said If the anicium of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are

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

indebtedness evidenced by the Note and late charges as provided in the Note. I. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

. 10. Borrower Not Receipt, Force by Linder Not (Wilver, Extension) the line for payment or modification of amortization of the single level by the Manager game is by Linder to it y successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that

Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any 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 givened to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing (a) is 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 even to at any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the previsions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorn ses" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Force wer shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have remains parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of the Property or a Beneficial Interest in Porrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Porrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender 110, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall 100 be exercised by Lender if exercise is prohibited by

federal law as of the date of this Mortgage.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period 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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or tem and on Borrower.

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

- 17. Acceleration; Remedles. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in prograph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach of or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by junctial 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 nonexistence of a default or any other defense of Borrower is acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may deciare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the 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 cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to