90376402

Account No. 148 220575



This instrument was prepared by: LAW OFFICES OF:

Stitt, Klein & Daday

1608 Colonial Parkway

Inverness, Illinois 60067-4725

[Address]

#### MORTGAGE

THIS MORTGAGE is made this lst_day of August	. $19^{90}$ , between the
Mortgagor Andrew F. Payonk & Patricia R. Payonk his wife the	rein "Borrower"), whose
address is 2716 W. 96th Place Evergreen Park, Illinois 60642	and the
Mortgagee, First Minion Home Equity Corporation, a corporation organized	and existing under the
laws of North Carelina, whose address is CONS 14. CHARLOTTE, N.	.C. 28288
WHEREAS, Borrower 12 indebted to Lender in the principal sum of U.S. \$ indebtedness is evidenced by Borrower's note dated August 1st, renewals and modification; thereof (herein "Note"), providing for monthly is and interest, with the balance of indebtedness, if not sooner paid, due and past, 2005	1990 and extensions, installments of principal
TO SECURE to Lender the repairment of the indebtedness evidenced by thereon; the payment of all other souns, with interest thereon, advanced in protect the security of this Mortgage; and the performance of the covena Borrower herein contained. Borrower does hereby mortgage, grant and	accordance herewith to nts and agreements of

State of illinots: \$1410 + G #-90-376402 PECROIES PERCED MOGS

LOT 55 AND LOT 56 IN FRANK DE LUGACH'S WESTERN AVENUE VIEW, A SUBOTVISION OF BLOCK 6 AND BLOCK 7 IN HATRY H. HONGRE JR. SUBDIVISION OF THE NORTHEAST 174 OF SECTION 12, TOWNSHIP 37 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Cook

90376402

following described property located in the County of

which has the address of 2716 W. 96th Place 1711hois 50642 Evergreen Park, (Street) **ICityi** (State) Zi + Codel

(herein "Property Address") and Permanent Parcel Number 24-12-207-043. 24-12-207-0.4

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurenances 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."

Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenant and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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### UNOFFICIAL3GORY 2

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest due on the Note, second to the principal due on the Note, and then to other charges, if any, due on the Note.
- 3. Prior Mortgages and Deeds of Trust; Charges; 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 convenants to make payments when due. Borrower shall pay 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.
- 4. Hazard In orance. 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 such other nazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower 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 to 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 carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if for ower fails to respond to Lender 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.

- 5. Preservation and Maintenance of Property; Lease voids: Condominiums; Planned Unit Developments. Borrower shall keep the Property in good regain and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on 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.
- 6. Protection of Lender's Security. If Borrower fails to perform the covenant, and agreements contained in this Mortgage, or if any action or proceeding is commenced which arracraily affects. Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the Note 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 6 shall require Lender to incur any expense or take any action hereunder.

- 7. 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.
- 8. Condemnation. The proceeds of any award or ciaim 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.

### UNOFFICIAL COPY 2

9. Borrower Not Released; Forbearance By Lender Not a Walver. The Borrower shall remain liable for full payment of the principal and interest on the Note for any advancement or obligation) secured hereby, notwithstanding any of the following: (a) The sale of all or a part of the premises. (b) the assumption by another party of the Borrower's obligations hereunder, (c) the forbearance or extension of time for payment or performance of any obligation hereunder, whether granted to Borrower or a subsequent owner of the property, and (d) the release of all or any part of the premises securing said obligations or the release of any party who assumes payment of the same. None of the foregoing shall in any way affect the full force and effect of the lien of this Mortgage or impair Lender's right to a deficiency judgment (in the event of foreclosure) against Borrower or any party assuming the obligations hereunder.

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.

- 10. 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 15 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.
- 11. 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 first class mail address it to Borrower or the current owner at the Property Address or at such other address as Borro ver may designate by notice to Lender as provided herein, and any other person personally liable on this Note as these person's names and addresses appear in the Lender's records at the time of giving notice and (b) any notice to Lender shall be given by first class mail to Lender's address stated here's 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 or Lender when given in the manner designated herein.
- 12. 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 conflicts 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 provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 13. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof.
- 14. Rehabilitation Loan Agreement. Borrower 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 Corrower may have against parties who supply labor, materials or services in connection with traprovements made to the Property.
  - 15. Transfer of the Property or a Beneficial interest in Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred for 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 Lender's option, for any reason, declare all the sums secured by this Morigage to be immediately due and payable. However, this option shall not be exercised by Lender if exercise is prohibited by Federal law as of the date of this Morigage.

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 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 demand on Borrower.

This Mortgage may not be assumed by a purchaser without the Lender's consent. If an assumption is allowed, the Lender may charge an assumption fee and require the person(s) assuming the loan to pay additional charges as authorized by law.

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

- 16. Acceleration: Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mortgage, Lender, at Lender's option may declare all sums secured by this Mortgage, to be immediately due and payable without demand or notice 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.
- 17. Assignment of Rents: Appointment of Receiver, Lender in Possession. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 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 16 hereof or abandonment of the Property and at any time prior to judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to outer upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to received fees, proglams on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Moragage.

- 18. Loan Charges. If the loan secured by this Mortgage 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 permitted limits, then: (1) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (2) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to ranke this refund by reducing the principal owed under the Note or by mailing a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment under the Note.
- 19. Legislation. If, after the date herec, enactment or expiration of applicable laws have the effect either of rendering the provisions of the Note, the Mortgage or any Rider, unenforceable according to their terms, or all or any part of the sums secured hereby uncollectible, as otherwise provided in this Mortgage or the Note, or or d'aninishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be immediately due and payable.
- 20. Release. Upon payment of all sums secured by this Mortgage, this Mortgage shall become null and void and Lender or Trustee shall release this Mortgage without charge to Borrower. Lender, at Lender's option, may allow a partial release of the Property on terms acceptable to Lender and Lender may charge a release fee. Borrower shall pay all costs of recordation, if any.
- 21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property.

### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encambrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Grower

(SEAL)

Patricia R. Payonk

Borrower

### UNOFFICIAL CORY 2

	3-3-3-1-3-1	
STATE OF Illinois Cook  1. Tar (e) Dilito	County ss:	
: Juice: Dilito	a Notary Public in and for said County	and State do
hereby certify that Bedgue E. Passe	order Williams grand personally known	to me to be the
same person(s) whose name(s)	subscribed to the foregoing	ø instrument
appeared before me this day in person instrument	n, and acknowledged thathe signed and + 340 free and voluntary act, for the u	delivered the sa
therein set forth.	Thee and voisinary act, for the ti	ses and purpos
Given under my hand and official sea	I, this day of	19 <i>.92</i> *.
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	Notary I	Public
Mr. Commission Euripes		
My Commission Expires:		
<u> </u>	"OFFICIAL SEAL"	
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My Co	remission Expires 8/15/92	
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90376400 AME AND ADDRESS OF MORTGAGEE

NAME AND ADDRESS OF MORTGAGOR Kathleen Hopkins, a widow not since remarrie 16322 Park Avenue Markham, IL 60426

ITT Financial Services P.O. Box 257 Bourbonnais, IL 60914

DATE OF WORTGAGE

MATURITY DATE

AMOUNT OF MORTGAGE - FUTURE ADVANCE AMOUNT

August 1, 1990

AUGUST 6, 2000

\$17,228.47

25/34

WITNESSETH. That mongagor in consideration of a loan from mongagee evider cod by a Note dearing even bate herewith in the amount shown above 10:10:4:

Lot 6 (except the Northeast 15 feet thereof). All of Lot 7 and the Northeast 10 feet of Lot 8 in Block II in Croissant Park Markham First Addition, a Subdivision of the Northeast Cultter (NEt) of the Southeast Quarter (SEt) of Section 19, also a resubdivision of Blocks 2, 3 and 4 in lower Harvey, a subdivision in the North Half (N)) of the Northwest Quarter (NW)) of the Southwest Quarter (SW) of Section 20. Township 66 North, Range 14 East of the Third Principal Meridian, in Cook County. Illinoir.

\$12.25 . 149999 TRAM 2745 08/03/90 14:23:00

\$1411 \$ G \*-90-376403

CODE COUNTY RECORDER

### 9637646**3**

This martgage shall also secure advances a liftle Mortgageee in an amount not to exceed the amount shown above as Future Advance Amount If it is mortgage shall also secure advances to the incompageee in an amount from express the amount, should appear as it above as it accepts and an arrangements in wide interest extended the rents is sues and profits the rept and all septembers awarding is hades storms used and outliers, and all nearing, lighting, by hours, gas electric, vertilating, refrigerabing, and all reprinciples and connection therewith all of which, for the purpose of this mortgage, shall be deemed fixtures and subject to the lien hereof, and the hereditaments and appulterances pertaining to the property above described, all of which is lief thed to herematter as the "premises" or the "mortgaged premises."

TO HAVE AND TO HOLD the premises unto mortgagee, it is suggested and assigns, forever, for the purposes, and upon the conditions and uses here in set

The mortgagor nereby convenants that the mortgagor is selzrulula good title to the mortgaged premises in fee simple, free and clear of all lians and noumbrances, except as follows:

THIS IS A SECOND MORNGAGE

30378401

and the mortgagor will forever warrant and defend the same to the mortgagee agrics, all claims whatsoever.

PROVIDED AUWAYS, and these presents are upon this express condition, that if the mortgager shall pay or cause to be baid to the mortgagee the indeptedness as expressed in the above described Note secured hereby according to the jerms thereof and a lifenewais and exitensions thereof, and a liferent process. Independ and future indebtedness of motigagor to motigager (except subsequent polisurer infect sales and direct cans made pursuant to the 2010 significant for the consumer Finance Act, all of such indeptedness begin herein collectively referred to asity of 11 petitedness herein sold that shall make all off er payments and perform all other terms, conditions, poweriants, warranties and promises herein contribute the presents shall be assessed for takation and of the mortgagor doverants with the mortgager that the interests of the mortgagor and of the mortgagor in the premises shall be assessed for takation and

talved together without separate valuation, and to pay before they become delindulent all talves and it says sments now bit hereafter assessed of levied against this mortgage on the indeptedness hereby secured and on the premises described in this mortgage, including every mortgage interest which this mortgage may have or be deemed to have in such premises by reason of this mortgage, and to deliver to the mortgage of the mortgage is representative on demand receipts snowing the due payment thereof, hereby warving and releasing aftir ghts of offset or deduction against the indeptedness secured by this mortgage because of the payment of such taxes or assessments.

The mortgagor further covenants with the mortgagee to keep the mortgaged premises insured for fire and extend 👑 coverage for the full insurable value thereof, to pay the premiums thereon when due and to comply with coinsurance provisions, if any, in insurance con pany is approved by the mongages, with loss payable to the mortgagee as its interest may appear. All policies dovering the mortgaged premises shall be delicated with and neigby the mortgagee Coss proceeds, less expenses of collection, shall, at the mortgagee's opton, be applied on the indeptedness hereby (led) whether do or not onto the the restoration of the mortgaged premises.

The mortgagor furnier boulenants with the morgagee. (1) to pay the indebtedness hereby secured (2) to keep the mortgago (d.d. emises in good tenantable condition and repair, 3) to keep the mortgaged premises tree from liens superior to the ven of this mortgage. (4) not to be mind wise not suffer waste to be committed on the mortgaged gremises, and (6) not to do any act which shall impain the value of the mortgage premises

In case any such takes or assessments remain unpaid after they become devinduent, or in dase of failure to keep the mortgaged premises so insured, the approved boildies deposited or the insurance premiums paid on to keep the same in good condition and repair free from tiens and waste, the mongages may on its particular purpose shall immediately be repaid to the mongages and shall wriess so repaid, be appead to and deemed part of the indeptedness secured hereby, bear interest at the maximum legal rate allowed by killnows statute and form a lien ubon the leak estate described nérein

Upon preach or non-performance of any of the terms, conditions, covenants, warranties, or promines by the mortgagor contained herein, in said Note of any other evidence of an indeptedness secured hereby, said Note and all indeptedness herby secured shall at the option of the mortgagge and without further notice or demand, become immediately due and payable

Mortgagor hereby waives all rights to possession of and income from the mortgaged premises for the period following commencement of any action to foreclose this mortgage through expiration of any recemption period. Mortgagor further agrees that upon commendement of an action to foreclose this mortgage, the court may appoint a receiver of the mortgaged premises, including nomestead interest, and may empower the receiver to preserve and maintain she martigaged premises and to collect the rents, issues and profits of said premises during the pendency of said action and until expiration of any redemption or emblygged promises and upresultanes, all south and extensions in a country of the control of to the person entitied to a deed under the pertitibate of sale, or in reduction of the federaphon money if said premises be redeemed as prescribed by law

Mongagor agrees to pay all expenses and disbursements paid or incurred in behalf of mongagee in connection with the foreclosure hereof including without limitation reasonable attorney's fees, abstracting print einsurance fees, outlays for documentary evidence and all simifar expenses or disbursements Alisuch expenses and discursements shall be an additional lien upon the mortgaged premises, shall be taxes as costs and included in any decree that may be rendered in Such foreblösure proceeding.

If mortgagor in an illinois corporation or a foreign corporation licensed to do business in the State of Klinois, mortgagor heraby waives any and all rights of recembion from sale under any order or debres of forebiosure of this mortgage fully, on behalf of the mortgagor and, to the extert berm-ded by law, on behalf of every person or party adquiring any interest in or title to the mortgaged premises subsequent to the date of this mortgage.

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THIS INSTRUMENT WAS DRAFTED BY RONALD J. DUSENBURY, Attorney at law, 111 S. Schuyler Kankekee, 1L 60901	Notary Public.			·	<del>c</del>
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