REAL PETATED MORTOPOGE

91420760

inia	MORTGAGE is ma		~		19 01 between the
Mortgagor	Yvonne Dev	wberry, marrie			
	· · · · · · · · · · · · · · · · · · ·	(hereli	n "Borrower"), and th	e Mortgagee, Por	sonal Finance
Compa			The second secon	and the same of th	g under the laws of the State of
DELAWAR		dress is 191 No.	Joe Orr Road,	<u>Chicago Heig</u>	hts, Illinois
60411			(herein "Land	er").	
WHER	IEAS, BORROWER	R is indebted to Lender in	the principal sum of	Thirty One	Thousand
	& 00/100 *	* * * * * * * * *	ኮ ታ Dollars, which	ndebtedness is evident	ed by Borrower's note dated
August	t - 15,1991	(herein "Note"), p	providing for monthly	installments of principa	al and interest, with the balance
of the indebte	dness, if not soone	er paid, due and payable o	m_February	15. 1992	
To Sec sums, with in	cure to Lender the terest thereon, advi	repayment of the indebt vanced in accordance here	edness evidenced by the swith to protect the s	e Note, with interest th ecurity of this Mortgag	ereon, the payment of all other e, future advances, and the per- ge, grant and convey to Lender
the following	described property	located in the County of	Cook	, State of <u>I</u>	llinois.
DWELLI	NC 2258	17 15746 Ch	6 30-211-1-21		
		W. 157th Stree ON NUMBER: 29	-, marknam, -18-309-061	1111nois 6042	o
	DESCRIPTION		4		
		THUE PRINCIPA		IN COOK COUNT DEPT-0: 745555 \$0941	RECORDING TRAN 6406 08/16/91 14: ↑ E ★- 91 -4207
Α.					COUNTY RECORDER
property cover Borrow convey the Property against all claim any title Insurable 10. Borrow ment and late 2. Uni	red by this Mortgag wer covenants that operty, that the Pro ims and demands, a ance policy insuring wer and Lender cove rower shall prompt charges as provided ess applicable law ander first to interes	ge; and all of the foregoing Borrower is lawfully sels operty is unencumbered, a subject to any declaration g Lender's interest in the enant and agree as follow: orly pay when due the print of in the Note and the print provides otherwise, all pi	g, onether with said p iso of the estate herek and that Borrower will ns, ease hen's or restri Proper y. s: incipal of and interest cipal of and interest of ayments received by L	roperty are herein refering conveyed and has the warrant and defend geretions listed in a schedution the indebtedness ern any future advances stander under the Note's ander under the Note's	to be and remain a part of the red to as the "Property", see right to mortgage, grant and serally the title to the Property sile of exceptions to coverage in videnced by the Note, prepayerured by this Mortgage, and paragraph 1 hereof shall be a interest and principal on any
3. Bor attain a priorit 4. Bor included withi as Lender ma provided, that able to Lender	rower shall pay all by over this Mortgag rower shall keep the in the term "extene y require. The inst such approval shall and shall include a	ge, by making payment, v se improvements now exis ed coverage", and such of urance cerrier providing all not be unreasonably w a standard mortgage claus	when due, directly to ti ting or hereafter erect ther hazards as Lender the insurance shalf be vitaheld. All insurance e in favor of and in for	he payee thereof, ed on the Property Insui may copyre and in such a choses by Borrower's policies you canowals to macceptable to Lender	ole to the Property which may red against loss by fire, hazards amounts and for such periods ubject to approval by Lender; hereof shall be in form acceptairment or deterioration of the
Property 6. If 8 commenced we shored ent, Borrower, may but not limited Any an Mortgage, Uni Borrower requoustanding personnts shall	forrower fails to phich materially affe or arrangements of y make such appead to, disbursement of hounts disbursed be east Borrower and the lessing payment the rincipal under the foreign to the bear interest at the	perform the coverients are ects Lender's interest in the proceedings involving arances, disburse such surroif reasonable attorney's foy Lender pursuant to the Lender agree to other tereof, and shall bear intered, and shall bear intered.	nd agreements contain the Property, including, a bankrupt or decede as and take such action less and entry upon this paragraph 6 with interest from the date of nterest at such rate wo e under applicable law	ed in this Mortgage or but not limited to, emint, then Lender at Lei as is necessary to prote e Property to make repa terest thereon, shall be in amounts shall be payab disbursement at the rate suld bercontrary to appli-	if any action or proceeding is men' domain, insolvency, code nder's option, upon notice to be conder's interest, including,
	der may make or o				

any, paid to Borrower, Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or post-

pone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. 9. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original

Borrower and Borrower's successors in interest.

10. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity; and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors.

and assigns of Lender and Borrower.

13. Except for any notice required in de applicable by tolb gifting another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such to ice by certified mail of essed to Borrower may design at a by notice to Lender as provided herein, and the any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. 14. This Mortgage shall be governed by the law of this state. 15. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after record ation hereof. 16. 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 mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare 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 attorney's fees, and costs of documentary evidence, abstracts and title reports. 17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage 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 remodies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's 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. 18. As additional siculity hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abondonment of the Property, have the right to collect and retain such rents as they become due and pavable. Upon acceleration under paragraph 16 hereof or abandonment of the Property, and at any time prior to the expiration of my period of redemption following judical 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. All 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, incluring, 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 Mortgage. Lender and the receiver shall be liable to account only for those rents actually 19. Upon payment of all sums securat by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any. 20. Borrower hereby waives all right of hom estead exemption in the Property. IN WITNESS WHEREOF, Borrower has executed this Mortgage. This instrument was prepared by: Jodi A. Pilotto P.O. Box 18, Chicago BORROWER STATE OF __Illinois ACKNOWLEDGMENT COUNTY OF _Cook Yvonne Dewherry, I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that personally known to me to be the same person married to John H. Decherry is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that she own free and voluntary act to the uses and purposes therein set her signed, sealed and delivered the said instrument as forth, including the release and waiver of the right of homestead. 15th Given under my hand and Notarial Seal this mission Expires 13 MAIL TO CHICAGO HEIGHTS ಕ