This instrument was prepared by:

Name: Michelle M. Widhalm

## UNOFFICIAL.GOPY.

Address: 162 E. Golf Rd. Schaumburg, IL 60173

\$1029636

JAN 1 8 1991

SPACE ABOVE THIS LINE FOR RECORDER'S LISE

## MORTGAGE

THIS MORTGAGE is mad between the Mortgagor(s)	e this : G + M Porter Marti	day of in Jr. and Sarah Ma	<u> Οξεξικί</u> atin, His Wife, in .		19 90
4624	O Kenwood Ave South Ho				(heresn "Mortgagor").
	o Enclosures, inc.	71143. 12 00 7.5			
Therein "Lender"), whose a	676 5	is Wooddale, IL 60	)191		
WHEREAS Porter	Nartin Jr. and Sarah Mai				FBorrower 7
	e unnomal sum of U.S. \$ 609				which indebtedness is
evidenced by a Retail Insta		12/16/90		and en	tensions and renewals thereof
· · · · ·	alance of the indebtedness, of not s	ooner paid, due and payab	le on1	C 91 (.)	
payment of all other sums,	and to secure to liender the repaym with interest this/eon, advanced in erein contained. Abrigagor does he	accordance herewith to pr	stept the security of this Mor	ngage; and to secure the perfo	ormance of the coverages and
Lot 82 in Ho	ekstra's Fourth /dditio	on to Dutch Valley	Being a Subdivision	of Part of Lots 1,2	and 3 in Ankers
Subdivision	of the Vest % of the Yor	theast % and the 10	brthwest % of Section	on 23, Township 36 lid	orth, Range 14, East
of the Third	Principal Meridian /co	ording to the Plat	Thereof Recorded Mar	rch 8, 1960 as Docume	at 17799211 and
Filed in Reg	istran's Office on sale	Date as Document L	R1911879 in Cook Cou	nty, Illinois.	
AKA: 16340 PIN: 29-23-	Kenwood Ave., South Holl	and ,IL 60473		DEPT-OF RECOR	Ding 3654 01/18/91 111 *-9 1
	TPW REAL ESTATE	UZ			*-91-10/91
	LOAN SERVICES	$T_{\alpha}$	AC06		*-91-0296
	SGM2 =1015	9102	ცეკი		1
	100 M. JaSAl Lt	5.407			
	ge.gan (1915)32		96		13
which has the address of _	16340 Kenwood	Ave., South Hollan	d <u>. IL 30473</u>		10
Blances, 60473	(herein "Property Address").	<del>्रिक्ट</del>	9	ter.	
part of the property covered as the "Property."	provements now or hereafter erected by this Mortgage, and all of the foreg	oing, together with said pro	perty (or the lease) bid estate	if this Mortgage is on a leasened	Adjare bereaveller referred to
Mortgagor covenants that unencumbered, except for el subject to encumbrances of	: Mortgagor is lawfully seised of the noumbrances of record. Mortgagor ( record.	t estate hereby conveyed a covenants that Mortgagor w	and has the right to mor sag arrants and will defend gother	<ul> <li>grant and convey the Properly agr</li> </ul>	erty, and that the Property is aimst all claims and demands
	venant and agree as follows:	so when dop the independent	are andages on the Tiets	7,0	

- 2. Taxes, Assessments, and Charges. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges fines and importivious attributable to the Progenty which may attain priority over this Mortgage, and leasehold payments or ground rents if any.

  3. Prior Mortgages and Deeds of Trust: Charges; Liens. Mortgagor shall perform all of Mortgagors or by gathers or ser any mortgagor of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagors obvenants to make payments when due

A. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter elected on the Property insured against loss by five in azards included within the resmined dowerage", and such other nazards as Lender may require and in such insurance observed as Lender may require.

The insurance carrier providing the incurance shall be chosen by Mortgagor subject to approval by Lender provided it ratioush approval on a roll be chosen by Mortgagor subject to approval by Lender provided it ratioush approval on a roll wide content of the insurance polycles and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a roll wide provided the polycles and renewals thereof subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has prior by ever this Mortgage

In the event of loss, Mortgagor shall give prompt notice to the incurance carrier and lender. Lender may make proof of loss if not made prompt wby Mortgagor

If the Property is abandoned by Mortgagor, or if Mortgagor fails to recopond to Lender within 80 days from the date notice is marked by Lender to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits. Lender to authorized to collect and apply the insurance proceeds at Lender to option either to rectoration or repair of the Property or to the sums secured by this Mortgage.

- 5. Preservation and Maintenance of Property: Leaseholds; Condominiums; Planned Unit Developments. Mortgagor size, weed the Property in good repair and shall not commit waste or permit demailson, impairment, or defendation of the Property and shall not commit waste or permit demailson, impairment, or defendation of the Property and sinal comply with the ordination of any lease district Mortgagor is a relatated Status Mortgagor in a long and a unit in a condominium or a planned unit development. Mortgagor on all performs a lot Mortgagor is on general unit development, the by-laws and regulations of the condominium or planned unit development. The by-laws and regulations of the condominium or planned unit development in the by-laws and regulations of the condominium or planned unit development.
- condominum of planned and development, the by-laws and regulations of the condominum of planned and constituent documents.

  Protection of Lender's Security: If Mortgagor is into perform the cover anticand agreements contained in the Mortgagor of interprot of the Property, then Lender's option, upon not detail Mortgagor may make coor appearances discords cuch come into upding reasonable attorneys feed, and fake such action as its necessary to protect Lender's interest. If Lender required mortgagor incomence as a condition of making the isan secured by the Wortgagor Mortgagor shall pay the premiums required to maintain such visuance in effect until out to time as the requirement for such incurance form nated in accordance with Mortgagor shall pay the premiums required to maintain such visuance in effect until out to time as the requirement for such incurance form nated in accordance with Mortgagor shall pay the premium applicable law.

Any amounts disbursed by Lender portuent to this Paragraph 6, with interest thereon, at the Note rate, shall become additional indepreciate presents of Vortgagor becured by this Montgagor and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Montgagor requesting payment thereof. Nothing contained this Paragraph 6 shall require Lender to induring hyperse or take any action hereunder.

- 7. Inspection. Lender may make or cause to be made reasonable entire of upon and inspection, provided that Lender shall give Mortgagor instine grising reasonable cause therefor related to Lender's interest in the Property.

  8. Condemnation. The proceeds of any award or claim for damaged direction concequents, in connect or with any condemnation or other tax in girthe Property or for conveyance in New proceeds of any award or claim for damaged direction concequents, in connect or with any condemnation are hereby assigned and shall be paid to Lender is ubject to the remolitary mortgage deed of trust or other peculity agreement with an among over this Mortgage.
- 9. Mortgagor Not Released, Forbeatance By Lender Not a Waiver. Extension of the formed payment or impostation or amortization of the dumpled granted by Lender to any successor. In interest of Mortgagor shall not be required to commence proceedings against a consequence of the sumb secured by Lender to any successor. In interest of Mortgagor shall not be required to commence proceedings against successor or into the secured by any secured to commence or proceedings against successor or into the secured payment of any demand made by the owner of the successor or into the successor or into the secured by the sunday amortization of the sumb secured by the Mortgagor of Amortgagor or Mortgagor or into the successor or interest. The interest and the supplicable law with a first be a waiter of or precious the exercise of any payment of the secured of any empty or remedy because of the exercise of any empty or remedy because

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- 10. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inute to, the respective successors and assigns of Lender and Nortzagor, subject to the portsions of Pathgraph 12 in reo. An covernments and agreements of Mortgagor shall be joint and several. Any Mortgagor which covernments and agreements of Mortgagor shall be joint and several. Any Mortgagor which covernments and agreements of Mortgagor shall be joint and several. Any Mortgagor which mortgagor is interest in the Property to Lender pusher the terms of this Mortgagor. (b) is not personally likely on the Note of mortgagor, and to agree the Lender and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgagor or modifying this Mortgagor as to that Mortgagor's interest in the Property.
- 11. 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, except that if the Note specifies the law of a disclosing severation as governing, such law shall be the applicable law governing the interest rate, fees, charges, and other terms of the credit transaction secured hereby. The foregoing sentence shall not kimit 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 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 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.
- 12. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not 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 Mortgagor 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 Mortgagor must pay all sums secured by this Mortgagor falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgago without further notice or demand on Mortgagor.

- 13. Acceleration; Remedies. Except as provided in paragraph 12 hereof, upon Mortgagor's breach of any covenant or agreement of Mortgagor in the Note or this Mortgage, including the covenants to pay when due any sums secured by this Mortgage. 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 attorneys' fees, and costs of documentary evidence, abstracts and title reports.
- 14. Lender's Right to Allow Mortgagor to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Mortgagor's breach, Lender may in Lender's total discretion, discontinue any proceedings begun by Lender to tenderic total discretion, discontinue any proceedings begun by Lender to tenderic total discretion, discontinue any proceedings begun by Lender total discretion, discontinue any proceedings begun by Lender total discretion, discontinue any proceedings begun by Lender to this Mortgagor contained in this Mortgagor. On Mortgagor and the Note had no acceleration occurred; (b) Mortgagor cortex all breaches of any other covenants or agreements of Mortgagor contained in this Mortgagor. (c) Mortgagor pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Mortgagor contained in this Mortgagor and in enforcing Lender's remedies as provided in Paragraph 13 hereof, including, but not limited to, the attorneys' fees provided for in Paragraph 13; and (d) Mortgagor lender's interest in the Property and Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unumpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. The in this granted in this Paragraph 14 shall in no way be construed as allowing Mortgagor to reinstate at Mortgagor's will, it being understood that such reinstatement is totally within the Coretion of the Lender.

  35 Accimpant of Paragraph and Coretion of the Lender.
- 15. Assignment of Rents: Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Lender the rents of the Property, provided that Mortgagor shall, prior to acceleration under Para size in 13 hereof or abandonment of the Property, have the right to collect and retain such tents as they become due and payable.

Upon acceleration under Paragraph 12 or color 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 rer, so fithe 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 fail not limited to, receiver's lees, premiums on receiver's bonds and reasonable attorneys' tees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

16. Release. Upon payment of all sums secure a by his Mortgage, Lender shall release this Mortgage without charge to Mortgagor. Mortgagor shall pay all costs of recordation, if any 17. Waiver of Homesteed and Exemption Right's. Jo the extent permitted by law, Mortgagor hereby waives and transfers to Lender any homestead or other exemption rights granted under applicable state or federal law with rest - REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST Mortgager and Lender request the holder of any mortgage, deed of trust, 'eed to secure debt, or other encumbrance with a lien which has priority over this Mortgage to give notice to Assignee, AMERICAN GENERAL FINANCE, INC., a Delaware corp. lation, c/o the office address of the registered agent of Assignee on file with the Illimon Secretary of State, Corporation Division, of any default under the superior encumbrance and of any sale or other foreclosure action. IN WITHESS WHEREOF, Mortgagor has executed this Mortgage on the usic lirst above mentioned. DUPAGE STATE OF ILLINOIS, . County ss: BARBARA CASHER , Notary Public in and for said county and Porter Martin Jr. and Sarah Martin state, do hereby certify that . subscribed to the lockgoing instrument, appeared before me this day in person, and personally known to me to be the same person(s) whose name(s). are \_\_ signed and delivered the said instrument as \_\_URIN free voluntary act, for the uses and purposes therein set forth \_they acknowledged that .... Given under my hand and official seat, this 1991 "OFFICIAL SEAL" My Commission expires: BARDARA OKSHER Notary Public, Slote of Bifolds My Commission Explies 2.23 91 **ASSIGNMENT** Orio STATE OF CONCINES Patio Enclosures, Inc. \$6095.00 the holder (Mortgagee) of the foregoing Mortgage, in consideration of the sum of  $\pm 1$ , received from AMI RIC IN GENERAL FINANCE, INC., a Delaware corporation ("Assignee") on this ... assigns all of its right, title, and interest in and to said Mortgage and the Note and debt described therein to Assignee Mortgagee: Patio Enclosures, Inc. Signed, sealed and delivered in the presence of Thomas K. Miller-General Manager ACTINOMICE GENERAL FOR CORPORATION Min DUPAGE Summit STATE OF BEINGS STATE OF YOUNGER'S RBARA C PSHETZ. Noting Public as and for said too. The foregoing ASSIGNMENT was achieved golf before me this ..... mille THOMAS Thomas K. Miller-General Manager to the to be the tome personal whose passelfs. Are ESSANMENT, ESSENTED Service are than as a derson, and inclinated ped that LEGIL supper and debities Patio Enclosures, Orio and assertion and according to the industry and the last and purpose there are the CONTRACTOR CO. cheer a succession of 14th onderocres was to Such "CFFICIAL SEAL" 91BARDARA CASHER Car meson Expres Noticy France, Sinte of Minutes My Commission Expires 2/23/54 Scelan Da My Commission Expires

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