

for the sums secured by this Mortgage.

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

1. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note, including... 2. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any, which may attach... priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance,...

3. Payment of Principal and Interest: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note, including... 4. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

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11. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... 12. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

13. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... 14. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

15. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... 16. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

17. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... 18. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

19. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day... 20. Funds for Taxes and Insurance: Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day...

MORTGAGE 29509833J Loan Number: 4501400

051655008

COOK COUNTY RECORDER DEPT-01 RECORDING 1847 02/02/92 10:42:50

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If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to 10. Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. 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 the Mortgage, including Borrower's covenants 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 ("Property Taxes") which may attain a priority over the Mortgage, and leasehold payments or ground rents, if any, in the event Borrower fails to pay any due and payable Property Taxes. Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Security Instrument on which interest shall accrue at the contract rate set forth in the Note.

5. Hazard Insurance. Borrower shall keep the improvement now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage", and such other hazards 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. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy the indebtedness, fees, and charges owed Lender (in addition to payment of all fees and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Security Instrument on which interest shall accrue at the contract rate set forth in the Note. 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 in 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 Borrower 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 or 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.

6. Preservation and Maintenance of Property; Leaseholds; Covenants; Planned Unit Developments. Borrower shall keep the Property in good repair 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 consistent documents, including the Declaration, Covenants, Conditions and Restrictions, and any other documents, which may be amended or modified from time to time.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property (including without limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance, or as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. If the mortgage insurance becomes an additional indebtedness Any amounts disbursed by Lender pursuant to this paragraph 7, 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 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, if provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property, but not for the purpose of condemnation. The proceeds of any award or claim 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.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. 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, in any manner, 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 the 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, provided that Borrower will not be personally liable on the Note.

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21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property. BORROWER'S WAIVER OF

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

The receiver shall be liable to account only for those rents actually received. not limited to receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but 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 Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a collect and retain such rents as they become due and payable.

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 Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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 unimpeded. 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. 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; no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) 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 Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to the entry

18. Borrower's Right to Reinstatement. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and the reports, foreclosure of this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may Borrower to accelerate and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's retains after acceleration and the right to assert in the foreclosure proceeding the non-payment of a default or any other defense of Mortgage foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to 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 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) shall give notice to Borrower as provided in paragraph 12 hereof specifically: (1) the breach; (2) the action required to cure such Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement or agreement of any covenant or agreement of any covenant and Lender further covenant and agree as follows: Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing. the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer. to keep all the promises and agreements made in the Note and in the Security Instrument, as modified if required by Lender. To by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable; (3) interest will be payable on the sums transferred as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired Lender may consent to a sale or transfer if: (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the Borrower, invoke any remedies permitted by paragraph 17 hereof.

Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. declare all the sums secured by this Security Instrument to be immediately due and payable. The expiration of time to exercise the option, from tenant or (d) the grant of an interest of three years or less not containing an option to purchase, Lender may, at Lender's option, grant subordinate to this Security Instrument which does not relate to a transfer of rights of occupancy in the property. (b) the creation of a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or apply labor, materials or services in connection with improvements made to the Property.

Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, recordation hereof.

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 herein. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited severable. 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. certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. 13. 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 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

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 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. 11. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated 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. 10. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 9. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 8. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 7. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 6. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 5. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 4. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 3. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 2. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein. 1. Assignment of Proceeds. Borrower shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

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NOTARY PUBLIC STATE OF ILLINOIS  
TORRENCE L. RILEY  
MY COMMISSION EXPIRES AUG. 17, 1992

Please return to: OLD STONE CREDIT CORPORATION OF ILLINOIS  
10 EAST 22ND STREET - STE 204  
LOMBARD, ILLINOIS 60148

TORRENCE L. RILEY  
Notary Public

*Torrence L. Riley*  
My Commission Expires: \_\_\_\_\_  
Given under my hand and official seal, this 29th day of June, 1992.

I, TORRENCE L. RILEY, a Notary Public in and for said county and state, do hereby certify that DENNIS HARGROVE A WIDOWER AND NOT SINCE REMARRIED AND GLORIA J. HINES, HIS DAUGHTER, IN JOINT known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Signature of DENNIS HARGROVE  
Signature of GLORIA J. HINES

Signature of DENNIS HARGROVE  
Signature of GLORIA J. HINES

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