This instrument was prepared by: adaptings of indicar engrit in sequitions



FIRST UNION HOME EQUITY CORP.

(Name)
799 ROOSEVELT RD. BUILDING 4 STE 311 GLEN ELLYN, IL 60137

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	MORTGAGE	immunication committee ().	Kode na i dea succept di P	
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THIS MORTGAGE is made this 8TH day of	SEPTEMBER 199.	(herein "Borrower")	whose address is	TO A DA
Z749 W. ODYLE CHICAGO. 1	LL 60645	the second control of the second	and the Morigagee,	1.4
First Union Home 14 uity Corporation, a corpora address is COAS-4 CHARLOTTE, NORT	tion organized and exist TH CAROLINA 28202	ing under the laws of l (herein "Lender")	North Carolina, whose	S, A
WHEREAS, Borrower is indebted to Lender in the	Nazies Ziermares hivo kod	<b>\$27.300.00</b>	which indebtedness is	
SEPTEBE	1EK 8. 1992	and extensions, renev	vais and modifications	
thought Chargin "Note") nrow this for monthly in	stallments of principal a	nd interest, with the ba	lance of indebtedness,	
if not sooner paid, due and payable on 9-10	2007	<b>i</b> wood in all of egen	$136 \kappa_{\rm const} \delta \delta + (16 \kappa_{\rm const} + 6 \kappa_{\rm const})$	
TO SECURE to Lender the repayment of the ind	lahtedness evidenced by	the Note, with interest	thereon; the payment	
-C-II -than arms with interest thereon a Vancer	in accordance herewill	to protect the security	of mile Morrage, and	
the performance of the covenants and arar men	its of Borrower herein	contained, Borrower of	bes nereny morrage,	
grant and convey to Lender the following describ	red property located in	ne County of	,	
LOT 20 IN BLOCK 6 IN NAT	TONAL CITY REALT	COMPANY'S FIRS	T ADDITION TO	
ROGERS PARK IN SECTION 3	6. TOWNSHIP 41 NO	ORTH, RANGE 13,	EAST OF THE	
THIRD PRINCIPAL MERIDIAN	I, IN COOK COUNTY	ILLINOIS.	subur la salah baras	
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92 <b>6731</b>	, <b>신역</b> Sur Chalosteemen is Nort	COOK	COUNTY RECORDER	
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which has the address of (Street)	. 00122 0201.007	(City)	(State) (Zip Code)	
	man man material and decay	· -·		
(herein "Property Address") and Permanent Parce	1 Number 10-36-219	) <del>-004</del>	tif or the case of	
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TOGETHER with all the improvements now appurtenances and rents all of which shall be	or hereafter erected of	sin a part of the pro	perty covered by this	
Mortgage; and all of the foregoing, together w	rith said property (or the	e leasehold estate if	his Mortgage is on a	
leasehold) are hereinafter referred to as the "Prop	erty."	to the section of the contract	en e	
was been received and the control of the same of the same	Name of the contract of the	أتناه فالمناز والمراجع المقر	and a state with a second	
Any Rider ("Rider") attached hereto and exe	caned of even date is a	ncorporated nevels a and agreements of thi	s Mortgage, as if the	
agreements of the Rider shall amend and supplication were a part hereof.	MERICUL MIC COTCHISMS I			
made were a hurs never.	and the second section of the second		carrier are a first to the contract of	

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant zei 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 lemands, subject to, encumbrances of record. The publication of places of the property of the property

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

of secretarities the algorithm of the comparison of the contract of the contract function 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.

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- 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 Insurance. 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 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. All insurance policies and renewals thereof shall be in a form acceptable. Under 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 lors, Vorticer shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made property by Borrower.

If the Property is abandoned ov 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 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; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good tep ir 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 of colopment, 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 perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced with materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may now such appearances, disburse such sums, including reasonable attorneys' fees, and take such actions as is necessary to prefer Lender's interest.

  Any amounts disbursed by Lender pursuant to this paragraph 6, with in crest thereon, at the Note rate, shall become

Any amounts disbursed by Lender pursuant to this paragraph 6, with in crest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Norwer and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower, equesting 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 claim for damages, direct or consequential ir 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 lieu which has priority over this Mortgage.
- 9. Borrower Not Released; Forbearance By Lender Not a Waiver. The Borrower shall remain liable for full payment of the principal and interest on the Note (or 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 Morrigage, but does not execute the Note: (a) is co-signing this

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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. The case as so 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 addressed to Borrower or the current owner at the Property Address or at such other address as Borrower 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 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 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. It 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. hereins is at the last to make a state and make the research parties of the contribution of the contributi
- 13. Borrower's Copy. Borrover thall be furnished a conformed copy of the Note, this Mortgage and Rider(s) at the time of execution or after recordation hereof. an a gyaldakiyo

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- Rehabilitation Loan Agreement. Porrower 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 against parties who supply labor, materials or services in connection with improvements made to the Property.
- 15. Transfer of the Property or a Beneficial Interest Borrower, Assumption. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consen, Lender may, at Lender's option, for any reason, declare all the sums secured by this Mortgage to be immediately due and payable. However, this option shall not be exercised by Lerider 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 acheleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mainer vithin which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums vior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further not be 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 lour to pay additional charges as authorized by law. our wastern secure the consensuate spatiage of the Constitutions and

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

suspensitions

- 16. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Porrower in this Mortgage, including the covenants to pay when due any sums under the Note secured by this Mr et age, 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 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 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, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage.

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

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will be refunded to Borrower. Lender may choose to make 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 ment under the Note. The transport of the statement of the contract of the statement of the second o prepayment under the Note. 19. Legislation. If, after the date hereof, 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 of diminishing the value of Lender's security, then Lender, at Lender's option, may declare all sums secured by the Mortgage to be ia de la composition La composition de la 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. the end that supplies a tendence of the contract of the foreign contract of the contract of th

21. Waiver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property. - The Control of th

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE and the programme of the control of UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST That the literature of the lateral transfer of the lateral

Company a war stoom what love to again awa."

Borrower and Lenger couest the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mort (a) 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. Act and acquired the superior action. I at the eviluation in third we have a section with

IN WITNESS WHEREOF, Corrower has executed this Mortgage. From Correct Continuously than I probablished the

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STATE OF Illinois Cook	- The Balant County ss: When by the balant and by the Balant and the balant and by
I, the (watersigned that Froncyne Roth	, a Notary Public in and for wit County and State, do hereby certify personally known to rector be the same person(s) whose
name(s) 12 st and acknowledged that she signed a	abscribed to the foregoing instrument, appear of before me this day in person, and delivered the said instrument $A \in A_{\alpha}$
free and voluntary act, for the uses and	purposes therein set forth.
Given under my hand and official seal,	this & day of Seffen key 192
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Secretary of the production of the	Mulay Unita
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My Commission Expires:	The All the second the control to the second discontinuous second

"OFFICIAL SEAL" MICHAEL ARETOS Notary Public, State of Illinois My Commission Expires 10/2/90

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