DEPT-01 RECORDING

\$25,50

- T\$2222 TRAN 8498 09/16/92 14:34:00
- *-92-688209
- COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Foculity Instrument") is given on 09/16/92.

The inortrador is

NEUNIA DUDLEY.

WIDOWED AND NOT SINCE REMARRIED

("Borrower") This Security Instrument is on a toFORD CONSUMER FINANCE COMPANY, INC its successors and assigns, a corporation, whose address is IBYTHG - TX 75062 250 E CARPENTER FRWY

("Lender")

Bostower cases Lender the principal sam of TWENTY SEVEN THOUSAND SIX HUNDRED FOURTY IND BOLLARS AND NUMETY FIVE CENTS----- dollars (U.S. \$

This debt is exclesion by Berrower's Note dated the same cute as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier this and payable on 09/25/02. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the defin, if not paid sames the amplipment on the second of the property of the property of all other sums, with interest, advanced under paragraph 7 to profess the security of this Security historiest, and (c) the performance of Borrower's covernants and agreements under this Security historiest, and (c) the performance of Borrower's covernants and agreements under this Security historiest, and (c) the performance of Borrower's covernants and agreements under this Security historiest and the Note. For this purpose, Borrower does hereby mortgage, grant and convey of order the following described property located in CITY OF CHICAGO COOK County, filtinois: LOT 3 IN BLOCK 16 IN CHESTER HIGHLANDS THERD ADDITION

TO AURBURN PARK A SUBDIVISION OF THE EAST 7/8 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 8227 S GREEN, CHICAGO, ILLIEOTS. TAX NUMBER 20-32-230-008.

which has the address of 8227 S GREEN

CHICAGO, IL 60670

(*** or city Addicess*):

TOGETHER WITH all the improvements now or bereafter elected on the property, and all essements, rights, appealenances, rents, resolves, end, of and gas rights and profits, water rights and stock and all fixtures now or hereaft it is part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security instrument as the "Property"

BOBROWER COVENANTS that Borrower is lawfully seised of the estate hereby conver of and has the right to mortgage, grant and conver, the Property and that the Property is unencombined, property or encumbrances of record. Borrower's attaints and will defend generally the title to the Property against all chains and demands, subject to any ensumbrances of record

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal Clary interest indebtedness evidenced by the Note and any late charges as provided in the Note

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lei der under the Note and paragraph. I bereof shall be applied by Lender first to interest payable on the Note, and then to the principal of the Note

3. Frier Mortgages and Decds of Trust; Charges; Lieus, Borrower shall perform all of the Borrower's o laboratoris under any mortgage, riced of tirest or other security agreement with a lien which has priority over this Mortgage, mobiling Borrower's commands to make property when a Reviewer statement with a lien which has priority over this Mortgage, mobiling Borrower's commands to make property when the Reviewer statement with a lien which has priority over this Mortgage, mobiling Borrower's commands to make property with a lien which has priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over the priority over the priority over the priority over this Mortgage, mobiling Borrower's commands to make the priority over this Mortgage, mobiling Borrower's commands to make the priority over the priority

dual pay or course to be peed all taxes, assessments and other charges, fines and impositions attiduitable to the Property which may attain a priority over this Morigage, and leasehold payments or ground rents, if any 4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter exected on the Property's cared against less by fire, trazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts 7 of or such periods as Lender.

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The insurance camer providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that in the 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 exist in a form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, subject to the terms of arm mortgage, deed of trust or other security agreement with a ken 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

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 Bosonses that the instruction of terrains of the Property or to the sums secured by this Mortgage. In collect and apply the instruction of repair of the Property or to the sums secured by this Mortgage.

5. Preservation and Maintenance of Property; Lesseholds; Condominiums; Planned Unit Development d repair and shall not commit waste or period impairment or deterioration of the Property and shall comply with the provisions of any leaso if this Mustgage to on a leasehald. If this Mortgage is on a unit in a condominum or a planned unit development, Borrower shall perform all of Borrowers obligations raider the declaration or covenants creating or governing the condensation or planned unit development, the by-laws and regulations of the odominium or planned unit development, and constituent documents

6, Protection of Lender's Security, If Bourover fails to perform the coverants and agreements contained in this Mortgage, or if any action or edity is commerced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrover, may make such appearances, dishuise such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest

Any amounts distursed by Lender presument to this paragraph, with interest thereon, at the Note rate, shall become additional indebtedness of Branover secured by this Mortgage. Unless Borrower and Lander agree to other terms of payment, such amounts shall be payable upon notice from Lettiler to Bostower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action

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nd inspections of the Property, provided that Lender shall give Burrower 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, in connection with any condemnation or other g 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

9. Borrower Not Released: Forbearance By Lender Not a Weiver. Extension of the time for payment or modification of amountation of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any misner, 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. Any forbearance by Lender in exercising any right or remedy hexeunder, or otherwise afforded by applicable law. shall not be a warver 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 band, and the rights hereunder shall more to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All coverants and agreements of Borrower shall be joint and several. Any Borrower who coisigns this Mortgage, but does not execute the Note, (a) is consigning this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lander 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's hereunder may agree to extend, modify, forbest or make any accommodations with regard to the terms of this Mortgage or the foote 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 pro-

ortgage shall be given by delivering it or by mailing such fiotice 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 certified must to Lender a provided herein, and (b) any notice to Lender shall be given by certified must to Lender a provided herein, and (b) any notice to Lender shall be given by herein or to such other address at Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be

ed to have been given to Borrower or Londer when given in the mainter 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 renterior shall not limit the applicability of Federal law to this Morgago. In the event that any provision or clause of this Morgago or the Note out its with applicable law, such conflict shall not affect other provisions of this Morgago or the Note which can be given effect. without the conflicting profition, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorney... to the extent to the extent not prohibited by applicable law or limited here

13. Berrower's (op). Forrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after

14. Transfer of the American or a Beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if efficive) in Borrower is 19.1 or its interest in Borrower is not a matural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in 'ull of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exe prohibited by federal law as of the riste of this Mortgage

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 Mortgage. If Borrower fails to pay these sums prior to

this expiration of this period, Lender may invoke uny remedies permitted by this Mortgage without further notice or demand on Borrower.

15. Acceleration: Remedies. Except is far inded in paragraph 14 hereof, upon Borrower's break to dainy coverant or agreement of Borrower ships Mortgage, including the coverants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 11 hereof specifying (1) the brezid; (?) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach mist 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 ascured by firs the large, foreclosure by sufficial 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 nonexistence of a default or any other clefense 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, declare all of the sums secured by this Mortgage to be in mariately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Londer shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to, reasonable attorneys fess and costs of documentary evidence, abstracts and title reports.

16 Approver's Right to Reinstate, Note that and no Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach 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; er cures all breaches of any other covenants or agreements of Board wit contained in this Mortgage, (c) Bonower pays all reasonable expenses inclared by Lender in enforcing the covenants and agreements of Borrower con air of in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assum that the lien of this Wortgage, Lender's interest in the Property and Borrower's of gation to pay the sums secured by this Mortgage shall continue unimpaired Upon such payment and cure by Borrower, this Mortgage and the oblig up is secured hereby shall remain in full force and effect as if no

17. Assignment of Rents; Appointment of Receiver. As additional security hereur (a): Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or pand anment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 15 hereof or abandomment of the Property, Lander of the entitled to have a received to enter upon, take possession of and manage the Property and to collect the rents of the Property's cluding 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 lent's including, but not limited to receiver's feas. premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Morting. The receiver shall be fisble to account only for those rents actually received

18. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs or recordation, if any)171CO

19. Waiver of Homestead, Borrower hereby waives all night of homestead exemption in the Property

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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 encumbrance with a lien which has priority over this Mortgage to give Chacle 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 Mortgago

		X NEÓN	// DUDLES	Luclley	 -
					
STATE OF ILLINOIS.	COOK		County ss.		
۱	THE UNLERSIGNED		, a Notary Public in and Ac	said county and state, do hereby certi	ity that
NEOMIA DUDL	EY, WIDOWED AND NO	T SINCE REMARRIED)		
person™, known to na	e to be the same person	whose name IS	<u> </u>	subscribed to the foregoing instri	ument
appeared buttors me th	is day in person, and extenowle	idgráthútSloe sign	ned and detrivered the said in	strument as HER free voluntary act.	for the
uses and purposes the	rein set forth	00/			
Siven under	my hand and official seal, this	16'TH dw/ o	SEPTEMBER	. 1992	
My comnission expires	7-13-	96	De	Will	
This document was pre	pared by D. SICHAK,	EQUITY TILE CO 415 N LASALLE ST CHICAGO, IL 60	DA NUFARY PI	FICIAL SEAL" MIAN SICHAK JALIC. STATE OF ILLINOIS sion Expires July 13, 1995	ζ,

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