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Whereas, Borrower is indebted to Lende	_ '. '. '	47,200.00 , which indebtedness is
nced by Borrower's note dated	October 26, 1992	and extensions and renewals thereof (herein "Note"),
• • • • • • • • • • • • • • • • • • • •	al and interest, with the balance of	indebtedness, if not sconer paid, due and payable on
ovember 1, 2007	,	ar is an to the prompt affect our to the build and operational teach
To Secure to Lender the recoverent of	the indebtedness evidenced by th	ne Note, with Interest thereon; the payment of all other sums,
	•	of this Mortgage; and the performance of the covenants and
		grant and convey to Lender, the following described property
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premiums and ground rents as they fall due, such excess shalf be, at Borrower's option, either promptly repaid to Borrower or credited to 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 by Borrower 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 this 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 this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower tails to pay any due and payoble Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of thy that secured by the Security Instrument on which interest shall accrue at the contract rate set forth in the Note.
- S. Hazard insurance. Bor wer shall keep the improvements now existing or heracitor erected on the Property insured against loss by firs, hazards included within the enin "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 incurance shall be chosen by Sorrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. In the event Sorrower falls to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebte day a, fees, and charges owed Lender (in addition to payment of all liens 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 insurance of which interest shall so no 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 filen 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 falls to region 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 cannot be a settle a claim for 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; Condonno una; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairm or 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 coverier is creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower falls to perform the covenants and agriciments contained in this Mortgage, or it any action or proceeding is commenced which materially affects Lender's interest in the Property fincturing vithout limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including manable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a control 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.
- Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, ah ill benome additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such a nounts 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 aution hereunder.
- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provide 1 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 sward or claim for damages, direct or consequential, in connection with any concernitation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lin Co. 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 Walver. Extension of the time for payment or modification of amuritization 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 ilability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against payment or successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any domand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or permedy 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 possent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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- 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 certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided field field field. SS Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the minimer designated field 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 severable. As used herein, "costs", "expenses" and "attorneys" fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 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 recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower 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 defiver 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 of Apriciaes in connection with improvements made to the Property.
- 16. Transfer of the (rocity or a Beneficial Interest in Borrower. If all or any part of the Property or an Interest therein is sold or 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 corporation, partnership, truit or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Security Interest rocinculated to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security Interest rocinculated appliances (c) a transfer by devise, descent or by operation of faw upon the death of a joint containing an option to purchase, Lender may, at Lender's option, in the sums secured by this Security Instrument to be immediately due and payable. The 2400 person of the sums of the sum of the sums of the sums of the sums of the sums of the sum of the sums of the sum of t
- If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 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 falls to pay such sums of it to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.
- Lender may consent to a sale or transfer if: (1) Borrov et causes to be submitted to Lender Information required by Lender to evaluate the transferee as if a new loan were being made to the transferre; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in inits Security Instrument is acceptable; (3) interest will be payable on the sums secured by this Security Instrument at a rate acceptable to Lender (7) changes in the terms of the Note and this Security Instrument required by Lender are made, including, for example, periodic adjustment in me interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fire as a condition to Lender's consent to any sale or transfer. Borrower will continue to be obligated under the Note and this Security instrument, at unless Lender releases Borrower in writing.
- NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree of follows:
- 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon for ower's breach of any governant or agreement of Borrower in this Mortgage, including the coverants to pay when due any sums as sured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) are breach; (2) the action required to dure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, ay which such breach must be oured; and (4) that failure to cure such breach on or before the date specified in the notice may result in a celeration of the sums secured by this Mortgage foreclosure by judicial proceeding, and sale of the Property. The notice shall (vit) in 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 defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specifie. 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 attorneys' fees and costs of documentary evidence, abstracts and the reports.
- 18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage dury 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 the 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 occurants 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 remedies as provided in paragraph 1" hereof, including, but not limited to, reasonable attorneys' 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 ourse by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.
- 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 collect and retain such rents as they become due and payable. Paragraph 33 Security 2018 15 Paragraph 35 Security 2018 15 P
- Upon acceleration under paragraph 17 hereof or 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 rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the oosts of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.
- 20, Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, a Barrower, a shall pay all costs of recordation, if any.
- 21. Walver of Homestead. Borrower hereby waives all rights of homestead exemption in the Property. PTHOUSE ROJACE



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### **UNOFFICIAL COPY**

হা **লা** সালোধ্য যে হা সালু ভালনাত । শ্রীলাক্ষরত প্রথা হার হার হার হা signer, apparential including as Courts to Communications concretions. The think to the control of 22. Riders to this Mortgage, if one or more riders are executed by Borrower and recorded together with this Mortgage, the coveriants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(e) were a part of this Mortgage. [Check applicable box(es)]. were in these incompletely be in the branch with the long to the country. 30 वर्षाकार्यक्षेत्र पूर्ण (स्ट्राप के भारत कुल्म कर स्थाबुक (कार्यक र पर क्षेत्र र पर कर्म र पर कर्म र पर पर sections of a second of the management of all the ], Adjustable Rate Pider | soft tion speciation on the last tion of Condominium Pider [XX] 1-4 Family Rider Cellung to this vige; and a verbetallose, the greaks are or as . . . ] Planned Unit Development Rider Bridge (12) (12) (13) (14) ) Other(s) epecify Marking Marketing Layers and provide continuous contract of the contract of the ad amounts from the state of becoming suresting to the colors. community of the Brendered many bases against profiles who way present a larger grant a REQUEST FOR NOTICE OF DEFAULT AND PORECLOSURE UNDER SUPERIOR WORKERSON WAS IN THE CONTRACTOR OF TRUST OF THE CONTRACTOR MORTGLAGES OR DEEDS OF TRUST CONTRACTOR Borrower and Lender request the hidder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lancer a Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other furriclosure action. The same and of any sale or other furriclosure action. त कामने हो। अवस्थापूर प्राप्त नेपाल जा एक जानका । والتراجي المجاري والمحاجر ووالما Report of the properties of the control of the properties of the p ক্রী ক্রেন্সাল্ড স্কর্ম হিল্পের করে জনস্পিত হ'ব ক istance on along the methodology of the cold at a and no necessary and have also in কোনান্ত্ৰিক একে কৰা জনাত জনাত্ৰ হৈ এক চুলিবজী ক' তথক gain them, there is not become the second of the control of कर्मा कृत क्रिका अभिने क्रामाध्यक अन्तर केल काल्युक प्रश्नी एक कर्म में उन्हें कर है। as sign and to end on the end of the second section of the second section of to a secure of a goldfulk is a by again disting at stational is inspecial countries and a hostimus services party them the sections and their terrelation of the section of the ्र इतिहास क्षेत्राक संस्कृति है। क्षाप्रसार स्थापन शिक्षा का स्थापन स्थापन स्थापन । १००० छ। रक्तावर र १९७४ के अंतर हो १० वर्ष १० वर्ष स्थाप स्थाप १९ वर्ष वर्ष STATE OF Minois, COOK COUNTY 88: 1111 I, a Notary Public in and for said county and state, do hereby certify that WILLIE O. ADAMS, DIVORCED AND NOT SINCE REMARRIED personally known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of October, 1992.

OFFICIAL MY DOMANUSION EXPIRES BY THE

OLD STONE CREDIT CORPORATION OF ILLINOIS 7808 W. COLLEGE DR. - 3NE PALOS HEIGHTS, ILLINOIS 80483-



#### 1-4 FAMILY RIDER **ASSIGNMENT OF RENTS**

THIS 1-4 FAMILY RIDER is made this 26th day of October 19 92, and is i	
shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to	Security Instrument)
OLD STONE CREDIT CORPORATION OF ILLINOIS	
(the "Lender") of the same date and covering the property described in the Security Instrument a 11526 S. EGGLESTON CHICAGO, IL 60628	and located at:
[Property Address]	
1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Borrower and Lender further covenant and agree as follows:	Security instrument,
USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or use of the Property or its zoning classification, unless Lender has agreed in writing to the characteristic comply with all laws, ordinances, regulations and requirements of any governmental body applications.	ange. Borrower shall
B. SUBORD'MATE LIENS. Except as prohibited by federal law, Borrower shall not allot the Security Instrument to be perfected against the Property without Lender's prior written permit	ow any lien inferior to lasion.
C. RENT LOSS if SURANCE. Borrower shall maintain insurance against rent loss in hazards for which insurance is required by Security Instrument.	addition to the other
D. "BORROWER'S RIGHT TO REINSTATE" DELETED UNLESS PROHIBITED BY Security instrument is deleted.	APPLICABLE LAW.
E. ASSIGNMENT OF LEAUE'S. Upon Lender's request, Borrower shall assign to Ler Property and all security deposits made in connection with leases of the Property. Upon the shall have the right to modify, extend or terminate the existing leases and to execute new lead discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Securit leasehold.	assignment, Lender ises, in Lender's sole
F. ASSIGNMENT OF RENTS. Borrower altonolitionally assigns and transfers to Len revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rent hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. Hower Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instructional and receive all rents and revenues of the Property at trustee for the benefit of Lender assignment of rents constitutes an absolute assignment and not an assignment for additional security Instrument of the property of Lender only, to be applied to the sums secure by the Security Instrument entitled to collect and receive all of the rents of the Property; and the tenant of the Property due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.  Borrower has not executed any prior assignment of the rents and has not and will not a would prevent Lender from exercising its rights under this paragraph F.  Lender shall not be required to enter upon, take control of or maintain the Property benotice of breach to Borrower. However, Lender or a judicially appointed receiver, may do so a breach. Any application of rents shall not cure or waive any default or invalidate and other right of this assignment of rents of the Property shall terminate when the debt secured by the Security full.  G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or a lander has a lander may instead to the property and lander may instead.	ts and revenues and ver, prior to Lender's ment, Borrower shall and Borrower. This curity only. held by Borrower as t; (ii) Lender shall be rty shall pay all rents perform any act that before or after giving at any time there is a or remedy of Lender. Instrument is paid in agreement in which
Lender has an interest shall be a breach under the Security Instrument and Lender may involve permitted by the Security Instrument.	any of the remedies
BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained.	
ម្នា	:800663
Signature of WILLIE O. ADAMS	(Seal)
	(Seei)

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#### HARRIEY BIDER AGSKANWENT OF RENTS

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