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6677-659 Chicago, il. 60634 7824 W. Belmont Ave MOISIVIE DIVISION

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LOAN #EC 132999

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Suctions/Instrument") is given on 11/25/92. The mentury or is CHARLES CYL CLIT, a single person

("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC. to successors and/or assigns, a NEW YOR. corporation, whose address is corporation, whose address is IRVING TEXAS 75062 250 EAS! CARPENTER FREEWAY

DEPT-01 RECORDINGS TRAN 4651 12/03/92 09:31:00 I48888 COOK COUNTY RECORDER

("Lender").

Borrower owes Lender the principal sum of COOK County, Illinois: County, Illinois:

LOT 4 IN BLOCK 7 IN SHIPMAN BILL AND MERKILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 40 NOPTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, P.I.N. 13-35-226-002-0000 ILLINOIS.

which has the address of 3239 W. PALMER CHICAGO, IL 60647

** Pr__erty Address*);

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and ges rights and profits, water rights and stock and all fixtures now or here fire, a 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conference and has the right to mortgage, grant and convey the

Property and that the Property is unencumbered, except for current taxes. Borrower warrants and will defend generally the title to the Property against all

1. Payment of Principal and Interest; Late Charges. Borrower shall promptly pay when don'the principal of and interest on the debt evidenced by the Note and any late charges due uniter the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied:

first, to late charges due under the Note; second, to interest due; and last, to principal due.

3. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impositions att ib stable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, florrower shall pay on time receity to the person owed payment. Borrower shall promptly furnish to Lender receipts ovidencing the payments.

Itorrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrow

of the obligation secured by the tien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends go ast enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forteiture of any part of any Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender day mines that any part of the Property is subject to a tien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Heard Insurance. Borrower shall keep the improvements now existing or hereafter eracted on the Property insured against loss by fire, tracerds included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Burrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

threast Lorder and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lander's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance certier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Londor and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds results. In manage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Less sholds. Borrower shall not destroy, damage, or substantially change the Property, allow the

Property to deteriorate or commit wasts. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lander's Rights in the Property. It Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's notions after include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court.

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paying reasonable attorneys' less and entering on the Property to make repairs. ection under this paragraph, Lander does not

Any amonhis distrused by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Horrower and Lender agree to other tenns of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection, Londer or its agent may make reasonable auties upon and inspections of the Property. Lender shall give Sorrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

B. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in fleu of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then the, with my excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the aune sucread immediately before the taking, divided by (b) the fair marker value of the Property immediately before the taking. Any balance shall be paid to the

If the Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to make an award or settle a daim to damages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repail of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of

the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Londer Not a Welver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the Hability of the original florrower or Borrower's successors in interest Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Bismower of Borrower's increasing in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or a nerly

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the succe sor- and assigns of Lander and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any B prower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Syrur's Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make why accommodations with regard to the 'sm's of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the ken secured by this Security Instrument is subject to a law which sets maximum toan charges, and that law is finally interpreted so that the interest or other too, charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the internal necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refurded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refurd reduces principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lerider's Rights if maximent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitting by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the

second paragraph of paragraph 16.

- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail niness applicable law requires use of another method. The rollice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first the mail to Lender's address stated herein or any other address Lender designates by notice. to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph
- 14. Governing Law: Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Socurity Instrument or the Note conflicts with applicable law, such conflict shall not affect other previsions of this Security Instrument or the Note which can be given a fect without the conflicting provision. To this and the provisions of this Security harrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. It 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 Lander's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instruction. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 secure 1 by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets curtain conditions, Borrowe shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the eatler of: (a) 5 days (or such other period as applicable taw may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a sufgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security I. so unread and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing his pecurity instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that me lien of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument she' continue unchanged. Upon reinstalement by Bottower. This Security Instrument and the obligation secured hereby shall remain fully effective as if no acce's ruon had occurred. However, this light to

reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Ser icer"), "hat collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to reale of the Note. If there is a change of the Lowi Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any instances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Bongwer shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of Which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting

the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldebyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the

jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The unlice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all soms secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' lees and costs of title evidence.

21. Lender in Possession, Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sile, 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. Any rents collected by Lender or the receiver shall be applied

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first to payment of the costs of management of the Property and collection of rents, including, but not fimited to, receiver's fees, premiums on receiver's bonds and ransonable atterneys fees, and then to the sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Weiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Boi	rower accepto and agraes to the leans	And covenants contained in this Sec	Chilath	
STATE OF ILLINOIS,	Cook	County as:		
Chale	o Chilatt a ne person whose name		said county and state, do hereby certify subscribed to the foregoing instrum	
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Given under my hand and \$\int\{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi}\tiny{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi_{\chi}\tiny{\chi}\tinm\tinp{\chi_{\chi_{\chi_{\chi_{\chi}\tiny{\chi_{\chi_{\chi}\tiny{\chi_{\chi_{\chi_{\chi_{\chi\tiny{\chi_{\chi_{\chi}\tiny{\tiny{\chi}\tiny{\chi}\tiny\tin\tiny{\chi_{\chi\tiny{\chi}\tiny\tin\tinp{\chi_{\chi}\tiny{\chi}\tiny{\chi}\tiny{\chi}\tiny{\chi}\tiny{\chi}\tiny\tinp\tinp{\chi}\tiny\tiny\tiny{\chi\tiny\tinp\tinp\tinp\chi\tiny\tiny\tinp\tinp\tiny\tii\tiny\tin}\tin}\tinp\tiinp\tin{\chi}\tinp\tinp\tinp\tin{\chi}\tinp\tinp\tinp\tin}\tinp\ti	d official seal, this 257	day of NW.	7. 7. ll-	
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