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COOK COUNTY RECORDER

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MORTGAGE

This Mortgage ("Security Instrument") is given on 02/02/93
The payee is LAR, JR., RAY DAVIS AND NELLIE BROWN

(Borrower) This Security Instrument is given to LHD CONSUMER FINANCE COMPANY - INC.
as successor and/or assignee, a NY corp
corporation whose address is
189 EAGLE, TEXAS 76001

(Lender)

Borrower is indebted to Lender up to a maximum amount of
ONE HUNDRED FIVE HUNDRED AND NO CENTS..... dollars
(\$105.00), together with all charges, fees and interest as provided under a Revolving Loan Agreement and Disclosure Statement
(Agreement) dated the same date as the Security Instrument pursuant to which Borrower may obtain advances from time to time.

This Security Instrument secures to Lender: (a) the payment of the debt evidenced by the Agreement, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph B to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in:
County, Illinois

LOT 1 (EXCEPT THE SOUTH 7/8 ACRES (8888.12') IN BROWN & REILLY'S SUBDIVISION OF THE NORTH 451 FEET OF BLOCK
41 IN ISAWA CREEK AND OTHERS SUBDIVISION OF THE NORTH 451 FEET OF WAY ON THE CHICAGO ROCK
ISLAND AND PACIFIC RAILROAD OF THE SOUTH 1/8 ACRE SECTION 5, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD
PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

which has the address of GENE S. RACINE
CHECAVE - IL 60067

(Property Address): P.L.N. # 25-05-331-013

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered except for current taxes. Borrower warrants and covenants generally the title to the Property Against all claims and demands.

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

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 Agreement, second, to interest due and last, to principal.

3. Charges; Taxes. Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property which may affect prior to this Security Instrument, and reasonable payments or ground rents if any. Borrower shall pay on time due to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) gives in writing to the payment of the obligation secured by the lien a chance acceptable to Lender; (b) exists in good faith the holder, or defers action in enforcement of the lien, fails to provide which in the Lender's opinion equals to present the value of the holder or deferee of any part of the property, or (c) issues from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien 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. 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 "hazardous 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 premium and renewal notices. 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.

Unless Lender and Borrower otherwise agree in writing, insurance premiums 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 impaired. If the restoration or repair is not economically feasible or Lender's security would be lost, the insurance premiums shall be applied to the sum 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 carrier has failed to settle a claim, then Lender may collect the amounts so payable. Lender may use the proceeds to repair or reroof 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 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 the payments. If under paragraph 2D the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall over to Lender to the extent of the amounts used by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower ceases to rent to the Property, the household and business shall change unless Lender agrees to the change in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants 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

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rights in the Property. Lender's actions may include paying any sums accrued by Borrower which form part of the security instrument, operating or evicting, repairing, maintaining, affecting, maintaining or using the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall be one additional debt of Borrower accrued by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, amounts shall bear interest from the date of disbursement of the amount disbursed shall bear payable quarterly, in arrears from Lender to Borrower, respecting payment.

7. Inspection. Lender or the agent they make reasonable entry upon and inspection of the Property. Lender shall give Borrower notice at the time of entry for an inspection specifying reasonable terms for the inspection.

8. Condemnation. The proceeds of any award of claim for damages, direct or consequential, or otherwise with any condemnation or other taking of any part of the Property, or for compensation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by this Security Instrument, whether or not then due, with any amount paid to Borrower. In the event of a partial taking of the Property, unless Lender and Lender otherwise agree in writing, the sum accrued by this Security Instrument shall be reduced by the amount of the proceeds withheld by the following fraction: (a) the total amount of the sum accrued immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower.

If the Property is abandoned by Borrower, or if after notice by Lender to Borrower that the *Landlord offers to make an accord or settle a claim for damages*, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to do, and apply the proceeds, at its option, either to satisfaction or repair of the Property or to the sum accrued 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 exceed or postpone the due date of the monthly payments referred to in paragraph 8 or change the amount of such payments.

9. Borrower Not Released, Forbearance. By Lender Not a Waiver. Lender, at the time for payment or modification of amortization of the sum accrued by this Security Instrument granted by Lender to pay successive installments of Borrower shall not operate to reduce the liability of the original Borrower or Borrower's successive interest. Lender shall not be required to commence a proceeding against any successor in interest or cause to extend term, fee, payment or other successive amortization of the sum accrued by this Security Instrument by reason of any consent made by the original Borrower or Borrower's successive interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or include the exercise of any right or remedy.

10. Subrogation and Against Benefit, Joint and Several Liability, Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the exceptions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any co-signer who co-signs this Security Instrument but does not execute the Agreement, (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 sum accrued by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, reduce or restructure any covenants with respect to the terms of this Security Instrument or the Agreement without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to laws which sets maximum loan charges and that law is fully implemented so that the interest or other loan charges will not be collected in excess from both the loan accrued, the permitted limits, then (a) no further charges shall be enforced by the lender, not necessary to reduce the charge to the permitted limit, and (b) any sum already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If Lender reduces principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Landlord Rights, Waiver of Applicable Laws. To the extent of rendering any provision of the Agreement or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums accrued by this Security Instrument and may invoke any remedies permitted 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 by first class mail or certified or return receipt requested or another method. The notice 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 class 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, Revocability. 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 Security Instrument or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Agreement are declared to be severable.

15. Borrower's Copy. Borrower shall be given one confirmed copy of an Agreement and of this Security Instrument.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or a beneficial interest in Borrower is sold or transferred) and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums accrued by this Security Instrument. 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 accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may revoke any transfer permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to know and inspect of this Security Instrument or otherwise at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pay Lender all sums which then would be due under this Security Instrument and the Agreement but no acceleration or demand, (b) cure any default of any other covenants or agreements, (c) pay all expenses incurred in exercising this Security Instrument, including, but not limited to reasonable attorney fees, and (d) take such actions as Lender may reasonably require to ensure that the form of this Security Instrument, Borrower's rights in the Property and Borrower's obligations to pay the sums accrued by this Security Instrument shall continue notwithstanding. Upon reinstatement by Borrower, this Security Instrument and the obligations set forth herein shall remain fully effective as if no acceleration had occurred. However, this right to inspect shall not apply in the case of a seizure under paragraphs 12 or 14.

18. Sale of Agreement, Change of Loan Servicer. The Agreement or a partial interest in the Agreement (together with this Security Instrument) may be sold once or more times without prior notice to Borrower. A sale may result in a change in the entity known as the "Loan Servicer" that collects monthly payments due under the Agreement and this Security Instrument. There also may be one or more changes of the Loan Servicer resulting to a sale of the Agreement. If there is a change of the Loan 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 or use, disposal, storage or release of any Hazardous Substance 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 for normal residential uses and to maintenance of the Property.

Borrower 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 substance: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdictions 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 notice 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 Lender to cure the default on or before the date specified in the notice may make an acceleration of the sum accrued by this Security Instrument, foreclose 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 as 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 sums accrued 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 attorney fees and costs of litigation.

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21. **Lender as Plaintiff.** Upon commencement under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following such date, Lender (or person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and repossess the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or other trustee shall be applied first to payment of the costs of management of the Property and collection of rents including, but not limited to, reasonable fees, premiums or expenses a trustee and reasonable attorney's fees, and then to the amounts owed by the Secured Instrument.

22. **Balance.** Upon payment of all amounts named by this Secured Instrument, Lender shall release the Security Instrument without charge to Borrower. Borrower shall pay any acceleration costs.

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

On SIGNING BELOW, Borrower accepts and agrees to this instrument and covenants and agrees to the terms hereof.

X *[Signature]*
John H. [Signature]
Date: 10/12/93

STATE OF ILLINOIS COOK COUNTY, ILLINOIS
County, Illinois

I, THE UNDERSIGNED,

an Notary Public in and for said county and state, do hereby certify that

EDWARD B. PAYNE, DEPOSED AND NOT SINCE REWARDED

personally known to me to be the person whose name is affixed thereto, and who I believe to be the person whose name is affixed thereto,
appeared before me this day in person, and who declared that he signed and delivered the within instrument in his voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this

10th day of

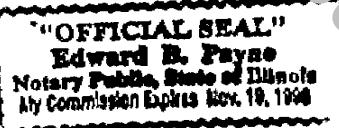
OCTOBER

1993

Edward B. Payne
Notary Public

My commission expires

This document was prepared by
Equity Title
415 N. LaSalle/Suite 402
Chicago, IL 60610



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