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DEPT-D1 RECORDING 1333 TRAN 9616 08/10/93 16:33:00 1543 * #-93-630109 COOK COUNTY RECORDER 7\$3333 \$8543 \$

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MORTGAGE

THIS MORTGAGE (*Selfy thy Instrument*) is given on 05/26/93 . The mortgagor is GEORGE JOHN JR MARRIED TO

LAVERNA JOHNSON _

("Borrower"). This Security Instrument is give to FORD CONSUMER FINANCE COMPANY, INC. its successors sud/or assigns, a NEW YUAK corporation, whose address is 250 EAST CARPENTER FREEWAY

IRVING, TEXAS 75082

("Lender").

Borrower owes Lender the principal sum of test, if not paid earlier, due with payment of 2017 of 11 is Security Instituted securities to content, by the Note, with interest, and all renewals, extensions and noch cations; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose. Borrower does hereby mortgage, grant and convey to tender the following described property located in COOK County, Illinois:

THE SOUTH 40 FEET OF THE NORTH 80 FEET OF LOT 86 IN FRANK C . WOODS ADDITION TO MAYWOOD, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSTAP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P. I.N. # 15-14-317-002.

which has the address of 2003 SOUTH BTH AVENUE MAYWOOD, IL 60153

("rcherty Address");

TOGETHER WITH all the improvements now or hereafter erected on the plor erly, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 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 will defend 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 for principal of and interest on the debt evidenced by the Note and any late charges due under the Note

2. Application of Payments. Unless applicable law provides otherwise, all payments received or Levider 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 attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground reads, if any forrower shall pay on time disciply to the person owed payment. Horrower shall promptly furnish to Lander receipts evidencing the payment

Borrower shall promptly discharge any tien which has premis over the Security Instrument unless Borrower (a) as Sea in writing to the payment C of the obligation secured by the lien in a manner acceptable to femilier (b) contests in creed faith the lien by, or defends again a enforcement of the lien in, logal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Froperty; or (c) sections from the bolder of the lien an agreement satisfactory to Lember subsorbination the lien to the Security Instrument. If Lember determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lander may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above value. Dod sys of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter elected on the Property insured against loss by fire, bazards 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 camer 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 Londer 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, 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 proceeds shall be applied to restoration or repair of the Property demanded, if the restoration or repair is economically fessible and Lender's security is not lessened. If the restoration or repair is not economically fessible or Lender'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 carrier has 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 sumasecured 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 20 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 pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

B. 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 leasafold, 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. 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 Lenders rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court,

Contract to the second

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paying reasonable attorneys' fees and entern naka repaira. Although Lander may taka action under this paragraph, Lender doos not

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall beer 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. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower 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 lieu of confirmation, are hereby assigned and shall be paid to Lender

to 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 due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums are used by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums in used immediately before the taking, divided by (b) the feir market value of the Property immediately before the taking. Any balance shall be paid to the

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails 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 repair 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 Lender Not a Waiver. 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 liability of the original Rectiower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or ratuse to extend time for payment or otherwise modify amortization of the sums secured by this Society Instrument by reason of any demand made by the original Borrower of Borrower's applicassors in interest. Any forbanismose by Lander in exercising any right or remedy shall not be a waiver of or preclude the

oxiders of any light or recody

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security instrument shall band and benefit the successors and assigns of Leader and Borrower, subject to the provisions of paragraph 10. Borrower's coverants and agreements shall be joint and several. Am the rower who compass this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to multipage, grant and co. . e., that Borrower's interest in the Property under the terms of this Security Institument; (b) is not personally obligated to pay the sums secured by this Securit, Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any

necommedations with regard to the from of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan sourced by this Security Instrument 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 the permitted limits; then: (a) any miniproted so that the miniest of other one control of the permitted limit; and (b) any sums already collected from Borrower and hono charge shall be reduced by the ano minimal processory to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refur and to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note of

by making a direct payment to Borower. If a refun, a duces principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lender's Rig its. If mactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security histiument unenforceable according to is terms, Lander, at its option, may require immediate payment in full of all sums secured 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 to in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of 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 charging it 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, half 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 of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security

Instrument and the Note are declared to be severable.

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

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 if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural particular interest in Borrower is sold or transferred and Borrower is not a natural particular interest in Borrower in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise in prohibited by federal law as of the date of this Security Instrument

If lender exercises this option, bender 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 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 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 certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applic at law may specify for reinstitutement) before alle of the Property pursuant to any power of sale contained in this Security Instrument; or (b) ontry of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) nave I enter all some which than would be due under the Security Instrument the Note lead or configuration accounts. conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Institution? and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this security Instrument, including, but not limited to, masonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that he lied of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall con in us unchanged. Upon reinstatement by Borower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no accels a ion had occurred. However, this right to remaintate shall not apply in the case of acceleration under paragraphs 12 or 18

18. Sale of Note: Change of Loan Servicer. The Network a painted interest in the Note (together with this Security Instrument) may be sold one of receive times without piece to Borrower. A sale may to oft in a Diameter in the extra 3 movin as the "Loan Sorvicer", I sat collects monthly payments due under the Note and this Security Instrument. There also may be one or more change. If the Loan Servicer smellated, a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written note of the change in a security payment and the Loan Servicer. Borrower will be given written note of the change in a security payment by the Loan Servicer. Borrower will be given written note of the change in a security payment by the Loan Servicer. will state the name and address of the new Loan Serve or and the widness to which payments should be made. The notice on also contain any other information required by applicable law

19. Hazardous Substances. Berrower shall not cause or permit the presence use disposal, storage or release of any fact dous Substances on or in the Property. Borrower shall not do, not allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The Control of the Property and the Proper 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

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental of regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which florrower has actual knowledge. 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 comedial 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 flaminable or toxic petroleum products, toxic pesticides and herbicides, voletile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the

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

20. Addeleration; 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 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 secured by this Security instrument, lorecostine by inform proceeding and said of the hopers of a formula or any other defense of Borrower to 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, Londer at its option may require immediate payment in full of all aims accured 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 fees 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 sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manager the Property and to collect the rents of the Property including those past due. Any rents collected by Lander 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 limited to, receiver's fees, premium) on receiver's trist to payment of the costs or management of the Property and collection in this. Including, but not initial to, receives a seas, premium of receives a bonds and themselves seems 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

Borrows. Borrows shall pay any recordation costs

23. Waiver of Homestead, Borrower weives all right of homestead exemption. the Property

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenant Agreement. DU PAGE STATE OF ILLINOIS. County as THE UN A STONED _ , a Notary Public in and for said county and state, do hereby certify that GEORGE JOHNSON, JR. FAILAVERNA JOHNSON, HIS WIFE MARRIFD TO personally known to me to be the same personS___ whose nameS__ subscribed to the foregoing instrument, appeared before me this day in person, and crknowledged that The Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth

Given under my hand and official seal, this

2 5TH

"OFFICIAL SEAL" es Edward B. Payne Notary Public, State of Illinois My Commission Expires Nov. 19, 1936

MAY

This document was prepared by:

EQUITY TITLE COMPANY 415 NORTH LASALLE STREET SUITE 402

CHICAGO, ILLINOIS 60610

WHEN RESORDED PLEASE SEND 'TO:

FORD CONSUMER EXMANCE COMPANY, INC

250 EASIR CARPENTER FREEWAY IRVING, TEXAS 75062

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