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COOK COUNTY RECORDER

**\*-93-660270** 

PROF		COPY
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THIS MORTGAGE is made this Twenty-Sixth	day of	July	19 93
Between the Mortgagor(s) ROOSEVELT KING AND ROSTE L.	KING		
()	iereln "Borrower"	) and the Mortgagee	CRAFTER CORPORATION,
a corporation organized and existing under the laws of		nsed to do business	
whose address is 1252 West 127th Street, Ca	lumet Park, Illinol	s 60643 (harein ''Le	nder'')
WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ contract dated			
TO SECURE to Lender the repayment of the Indebtedness evidenced beinterest thereon, advanced in accordance herewith to protect the security of Borrower herein contained, Borrower does hereby mortgage, grant County ofCOOK, State of Illinois.	of this Mortgage	; and the performan	ce of the covenants and agreements
, ,			
Lot 13, Block 4, of Golden Meadow the West 1/2 Ne 1/4 of Section 2	s Unit #1 3-35-14.		
		. DEPT-01	RECORDING \$23

1449 EAST AUBASSADOR LANE FORD HEIGHTS, ILLINOIS 60411 which has the address of 32 23-250-013 (herein "Property address") Parcel Index Number; \_

TOGETHER with all the improvements now or hereafter elected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by the mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 encumbrances of record. sorro yer covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows

DRIFORM COVENANTS. Berrower and Lender covenant and agree as follows.

1: Payment of Principet and Interest. Borrower shall promptly pay when due the principa: ab in lebtedness evidenced by the Note and late charges as provided in the Note.

2: Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender. door we shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in fulf, a sum (herein "Funds") equal to one-twelfth of the year, it was and assessments (including condominium and planned unit development insussessments). If any) which may attain priority over this Mertpage and ground rents on the Property, if any, plus one (we'fth of yearly premium installments for morigage insurance, if any, all as reasonably estimated initially and from time to time. If London on the basis of assessments and bits and reasonable estimates thereof.

Between the payment of payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior morigage or deed of trust if such holder is an institutional lender. Institutional lander

Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds, shall be held in an institution; the deposits or accounts of which are instituted programments and pround rents. Lender shall apply the funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall apply the funds and applying the Funds and the funds and compiling said assessments and bills, unless Lender pays Borrower and tender may agree in writing at the time of execution of this Mortgage that interest on the Funds. Shall be paid to Borrower, and unless such, agree as a propriet of the funds and the purpose for which each debit to the Funds. Shall be paid to Borrower, and unless such, agree as a propriet as a propriet of the funds shall be paid to Borrower, which can be required to pay Borrower any interest or earnings on the Funds. Shall be paid to Borrower, and unless such, agree as a propriet of the funds shall be paid to Borrower, which can be provided that the propriet of the funds shall be paid to Borrower, which such the funds held by Lender shall not be under the funds held by Lender shall not be under the funds held by Lender shall not be under the funds held by Lender shall not be under the funds held by Lender 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.

Upon payment in full of all sums secured by this Mortgage 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 1.7 heart shall pay to cause to be paid by Lender. If under the lender shall pay to cause to be paid all laxes, assecuring, and other themsolved the payments of amount payable to Lender by Burrower under

claim for insurance benefits. Lender is authorized to collect and apply the 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; Condominiums; Planned Unit Developments. Berrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any loase it this Mortgage is on a leasehold. If this Mortgage is on a unit is a condominium or a planned unit development. Berrower shall parform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development.

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 agreements contained in this Mortgage, or if any action or proceeding is commenced which materially

A Protection of Lender's Security. It bortower tails to perform the doverance and agreements contained in this Mortgage, or it any action or proceeding is commenced which materially affects Lender's in the Property, then Lender's option, upon notice to Borrower, may make such appearances, dispurse such surns, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition 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 network, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to differ terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Mothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lander may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for eyance in lieu of condemnation, are hereby assigned and shalf be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over

this Mortage.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted.

10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted.

10. Borrower and Reference is successors in interest. Lender shall not be required. 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of importization of the sums secured by Lender loans successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a walver of or

outgrain bottower's accessors in interest. Any loceasance by lenois in exercising any right or remany, nevented the exercise of any such right or remany.

11. Successors and Assigns Bound; Joint and Several Liability; Co-eigeners. 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-eigens this Mortgage, but does not execute the Contract, (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, by its not personally liable on the contract 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 Contract without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest. 23.50

## **UNOFFICIAL COPY**

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) a sy 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 herein. Any notice provided for in this

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 herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated 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 faw to this Mortgage. In the event that any provision or clause of this Mortgage or the Contract conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage and the Note which can be given effect without the conflicting provision, and to this end to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein "costs", "expenses" and "latterneys" less" 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 Contract and of this Mortgage at the time of execution or after recordation hereon.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

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 pneclical 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 secured by this Mortgage. If Borrower fails to pay these sums prior to the expicution of this period, Lender may invoke any remedies perindled by this Mortgage. If Borrower fails to

which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period. Lender may invoke any remedies perinitled by this Mortgage.

without further notice or demand on Borrower

NON-UNIFORM COVENANTS. Borrower and Londer further covenant and agree as follows.

17. Acceleration. Except as provided in paragraph 16 herent, upon Borrower's breach of any covenant or agreement of Borrower in this mirrigage or the contract, including the covenants to pay when due any sum secured by this mortgage, Lender may accelerate all sums due by giving notice to Borrower as provided in paragraph 12 her job and without further demand may foreclose this mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, re-isonable afterneys fees and costs of documentary mortgage by judicial proceeding. Lender shall be entitled to collect at such proceeding all expenses of foreclosure, including, but not limited to, re sonable attorneys tees and costs of documentary evidence, abstracts and title reports.

18. 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. As adminished the right to collect and relative states become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and relative tents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property. Lender shall be entitled to either take possession or have a receiver appointed by a court to enter upon, take possession of and manage the right of 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 Property and collections of rents including, but not limited to, receiver's lees, premiums on receiver's bonds and reasonable attorneys' test, and then to the sums secured by this Mortgage. The receiver shall be liable to account clay in those rents actually received.

19. Release. Upon payment c all lums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower shall pay all costs of recordation, if any 20. Walver of Homestead. 20.0 or hereby walves all right of homestead exemption in the Property

## REQUESTS FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR -MORTGAGES OR DEEDS OF TRUST

Borrower and Lender Notice to Lender, at Lend foreclosure action.	request the holder of any mortgage, deder's address set forth on page one of	ed of trust or other encumbranc this Mortgage, of any default u	e with a lien which has priordy on nder the superior encumbrance	over this Mortgage to give and of any sale or other
IN WITNESS WHERE	OF, Borrower has executed this Mortg			
		ROOSEVELT KING	Of going	- Barrower
		Rosie 3	2 Kenya	Воггожег
STATE OF ILLINOIS,	COOK	County sr.		
ı <u>, Norman F.</u> Rossevelt Ki	Messer ing and Rosie L. King proon(s) whose name(s)are	, a Notary Pul	blic in and for said county and st	ate, do hereby certify that personally known
to me to be the same pe acknowledged thattherein set forth.	erson(s) whose name(s) <u>are</u> he <u>y</u> signed and delivered the	_ subscribed to the foregring in said instrument astreir	nstrument, appeared before me free and voluntary act. f	e this day in person, and or the uses and purposes.
Given under my hand	and official seal, this Twenty-Si	ixth day of _	i'aly.	19 93
My Commission expires	NORMAN F. MESSER	ANDAM	tot ry Public	19 93
8	My Conmission Expires 6-15-1995	NIMENT OF MORTGAGE	'S _	
	ED, the annexed Mortgage to County, litinois as Document Numbi sby assigned and transferred toHom	CRAFTER CORPORATION	21.d .ne.c	e office of the Recorder of contract described therein brigage.
IN TESTIMONY WHEF	REOF, the saidCRAFTER_CORPORATIO attested to by itsthisthis	N hath hereunder caused its c		ie e presents to be signed
By:	There The Pr	res.		
Allest:	Se Se	ecy.		
State of	illnois)			
County of	)ss.			
the undersioned	a Notary Public in and for said County i	in the State aforementioned, DO	HEREBY CERTIFY THAT: the r	persons whose names are
subscribed to the foregoin	ng instrument, are personally known to n d before me this day in person and seve	ne to be duly authorized officers.	of the CRAFTER CO	RPURATION
authorized officers of said Directors of said Corpora	d corporation and caused the corporate tion as their free and voluntary act and d and notarial seal, this day and year f	seal of said corporation to be a t deed of said corporation for th	ffixed thereto pursuant to autho	rity given by the Board of
My Commission Expires:	^^^	111		
	"OFFICIAL SEAL" NORMAN F. MESSER	11/210	(1) My loses	Notary Public
This instrument prepared	TARY PUBLIC, STATE OF ILLINOIS YIGOTORAGIGERSSON BORNOTOS 152 P		/	,