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DEPT-01 RECORDING \$25.50 T#0000 TRAN 3473 08/26/93 16:37:00 #5530 * ※一タ3ー680486 CODK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE (*Sucran I Instrument*) is given on U8/21/93 ,

The mortgager is TACL B. BEAUMPAIT

AND NANCY F. BEAUMONT

HID WIFE, AS JOINT TENANTS

("Bostower") This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC.

its successors and/or assigns, a

corporation, whose address is

("I ander")

150 FAST CARPENTER FREEWAY

IRVING. 1X 7506

1 ot 22 in the first addition to chante chaire subdivision, being a subdivision in section 8, township 41 north, range 11, east of third principal meridian, in cook county, illinois. pin# 08-08-406-011

which has the address of 1502 S. YALE AVENUE ARE INGTON HE16HTS. II 60005

("/r (perty Address"):

IOGETHER WITH all the improvements now or hereafter elected on the proverty, 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."

RORROWER COVENANTS that Borrower is fewfully setset of the estate hereby convived 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 doe and principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

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2. Application of Payments, Unlass applicable law provides otherwise, all payments received o / 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; Liene, 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 rents, if any Borrower shall pay on time d' with the person owed payment.

Horower shall promptly furnish to Lender receipts evidencing the payments
thorower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (e) express in writing to the payment
of the obligation secured by the tien in a manner acceptable to Lender. (b) contests in good faith the lien by, or defends eight a enforcement of the lien in,
legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from
the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender drive mines 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
entitle the property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien.

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 "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, Borrover shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrover shall give prompt notice to the insurance carrier and Lender Lender may make proof of loss if not made promptly by Borrover.

Unless Lander 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 would be leasoned, 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 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 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, flourower'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

5. Preservation and Maintenance of Property; Lesseholds. 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 lessehold, Borrower shall comply with the provisions of the lesse, and if

Berrower acquires lee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger 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 condomnation 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 actions may include paying any sums secured by a fien which has priority over this Security Instrument, appearing in court,

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Although Lender may take action under this paragraph, Lender does not paying masorable attorneys' less and c

Any anicunts disbursed by Lender under this paragraph shall become additional debt of Botrower secured by this Security Instrument. Unless will and Linder agree to other terms 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 Leuder 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 eward 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 condemisation, 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 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 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 sums ecured 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

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 throughou, either to instoration 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 puricipal shall not extend or postpone the due date of the monthly payments referred to in paragraph. For change the amount of such payments

Biogrower Not Released; Forhearance By Lender Not a Welver, Extension of the time for payment or modification of amortization of the sums second by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest, bender shall not be required to commence proceedings against any successor in interest or refuse to extend lime for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclible the estimate of any right or technique.

10. Successors and Assigns Sound; Joint and Several Liability; Co-signers. The covenants end agreements of this Security Instrument shall build and benefit the successors and assigns of Lorder and Borrower, subject to the provisions of paragraph. Iff. Borrower's coverants and agreements shall be joint and around. Any do cover who so signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to miniguos, grant and give a 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 Securit Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the country instrument or the Note without that Borrower's consent.

11. Loan Charges. If the fcan Jecured 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 pair charges collected or to be collected in connection with the loan exceed the permitted limits; their (a) any such loan charge shall be reduced by the a no int necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be returned 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 refund reduces principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lender's Rig'its. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remedies permeted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 10

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 unless applicable law requires use of another method. The mice; 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 clera 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 (nall be deemed to have been given to Borrower or Lender when given as provided in this <u>ըտոցյուն</u>ի

14. Governing Law; Severability. This Security Instrument: hall 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 Instrum and in 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 vithout 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 the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. It will at any part of the Property or any interest in it is sold or transferred (or if a banelicial 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 instruction to the exercised by Lender if exercise by Lender if exercised by Lende is probabited by federal law as of the date of this Security Instrument

is prinimited by tederal law as of the date of this security instrument.

If I ender exercises this option, Leider 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 securer 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 ' at ament 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 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 a facigment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security it still ment that 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, responsible attorneys fees; and (d) takes such action as Lender may reasonably require to assure the, me then of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Represent this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right 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 Senicer" that collects monthly payments the note the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to sole of the Note. If there is a change of the Loan Servicer, Botrower 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 t 🗤 rdous Substances on or at 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 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.

Borrowni 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 llammable 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 covenent or igneement in this Security Instrument (but not prior to acceleration under paragrephs 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 cired; 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 sums 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's fees and easts of title evidence

21. Legider 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 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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that to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's hemia and reasonable attorneys 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 Borrower shall pay any recordation costs

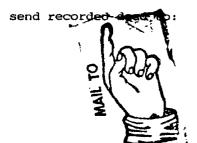
23. Waiver of Homestead, Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Agreement

	X Cach & Beaumont
	X Cock B. BE AUHORT Beaumont X Name of BEAUMONT J. BRUNEMENT
STATE OF ILLINOIS. COOK	County ss.
the undersigned	, a Notary Public in and for said county and state, do hereby certify that
jack b beaumont and nancy f beaumont, hi	is wife
	subscribed to the foregoing instrument, so
nisos and pulposes therein set forth	•
Given under my hand and official seef, this21st	days august // 1993
Му сонинізмон охрань 1439/07	Min Hulland
·OF	FICIAL SEAL"

This document was prepared by equity title company 415 n lasalle ste 402 chicago il 60610

Erin L. Milaney Notary Public, State of Illinois My Commission Expires April 30, 1987 C/O/A/S O/A/CO



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