93752171

DEPT-01 RECORDINGS \$25.50 T#9999 TRAN 0759 09/20/98 16:53:00 #~~95~~75**2171** COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE (\*Colory Instrument\*) is given on 09/17/93. The mortgagor is MARY ARN FLYND, DIVORCED AND NOT SINCE REMARRIED

("Botrower"). This Security Instrument is give to FORD\_CONSUMER\_FINANCE\_COMPANY, INC. corporation, whose address is its successors and/or assigns, a 250 EAST CARPENTER FREEWAY IRVING. TX. 75082 93752171

("Londer")

Boscower owers Lender the principal dollars (U.S. \$ FIGHTY STX THOUSAND FIVE HUNDRED TWENSY ODLLARS AND DO CENTS-----This debt is evidenced by Borrower's Note dated the same state as his Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 09/22/08. This Security Instrument secures to Londer: (s) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security (natrument; and (c) the performance of Bonower's covenants and agreements under this Security Instrument and the Note For this purpose, Borrower does hereby mortgege, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 2 IN SUBDIVISION OF LOTS 30, 31 AND 32 IN BLOCK 3 IN OUTLOT "E" IN WRIGHTWOOD, A SUBDIVISI ON OF THE SOUTH WEST & OF SECTION 28, TOWNS 117 40 NORTH, RANGE 14, EAST OF THE THIRD PORNCIPAL MERIDIAN, IN COOKCOUNTY, ILLINOIS. P.I.N.14-28-303-030.

which has the address of 718 W. WRIGHTWOOD 60614 CHICAGO, IL.

("/m ,: "Hy Address");

TOGETHER WITH All the improvements how or hereafter erected on the proverly, and all essements, rights, appurtenences, rents, royalties. mineral, oil and gas rights and profits, water rights and atock and all fixtures now or hereaf er 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 select 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 refend generally the title to the Property against all

1. Payment of Principal and Interest; Lete Charges. Borrower shall promptly pay when this the 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 by Lender under paragraph 1 shall be applied.

first, to late charges due under the Note; second, to observe and lest, to principal due

3. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and lessabloid payments or ground rents, if any. Borrower shall pay on time direct, to the person owed payment. Bestower shall promptly furnish to Lender receipts evidencing the payments

Donower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) an eas in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends again, enforcement of the lien in, legal proceedings which in the Leader's opinion operate to prevent the enforciment of the lieu 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 determinas that any part of the Property in subject to a line which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the fleri. Borrower shall antiaty the tens of take one or more of the ections set forth above within 10 days of the giving of notice

4. Hazard Insurance. Borrower shall keep the improvements now existing or hareafter erected on the Property matried against loss by Irie, 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, 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 maurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower

Unless teacher 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 Lender's security would be lessened, the mannance 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, 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; 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 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.

8. 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 Londer's rights in the Property (such as a proceeding in bankuptcy, 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 actions may 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' tens and entering on 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 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 Lander 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 chuse for the inspection.

8. Condemnation. The processis 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 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 due, with any excess paid to florrower. In the event of a pacial 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 secured 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 Bossowei

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, within to enstocation or repair of the Property or to the sums secured by this Security Instrument, whather or not then due

Unless Lander 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. For change the amount of such payments

9. Borrower Not Released; Forbearance By Lender Not a Walver, Extension of the time for payment or modification of anxietration of the 21. Dorrower reor melesses; romested by center for a verser. Addition of the property of modern of the debitity of the original secured by this Security instrument granted by Lender to any successor in instead of borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest. Lender shall not be required to commence proceedings against any successor in interest confidence to extend time for payment or otherwise modify emortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's survivariation 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 remedy shall not be a waiver of or preclude the

10. Successors and Assigns Bound; 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 provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any for own 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 on a florrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest or make any

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

11. Loan Charges, if the loan be used by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any interpreted on that the interest of other loan conteges consisted or to be consected in connection what the loan exceed the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Einder 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, a lucas principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lender's Rights, for actinent or expiration of applicable laws has the effect of rendering any provision of the Note or this Security instrument unenforceable according to the tender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may myoke any remedies permitte ob paragraph 20. II Lender exercises this option, Lender shall take the steps specified in the

ancond paragraph of paragraph 16.

- 13. Notices. Any notice to Borrower provided & in this Security Instrument shall be given by delivering it or by mailing it by first class malf unless applicable law requires use of another method. The no ice shall be directed to the Property Address or any other address Borrower designates by notice to (ender Any notice to Lender shall be given by first class (see ) to Lender shall be given by first class (see ) to Lender shall be given by first class (see ) to Lender shall be given by first class (see ) to Borrower. Any notice provided for in this Security Instrument at all sedeemed to have been given to Borrower or Lender when given as provided in this paragraph
- 14. Governing Law: Severability. This Security Instrument of all 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 into, the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect 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 the Note 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 if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural croson) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured 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 secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, 1 ender may invoke any remedies permitted by this Security I africant without further notice or demand on Borrower 17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shell in we 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 appropula 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 cityment enforcing this Security Instrument. Those conditions are that Borrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; conditions are that Borrower. (n) pays Lender all sums which then would be due under mile Security instruction or and the Note had no acceleration occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys less, and (d) takes such action as Lender may reasonably require to assure that he lies of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the some secured by this Security Instrument shall con it us unchanged. Upon reinstatement by Borrower, this Security Instrument and discoursed. However, this right to remainte shall not apply in the case of acceleration under paragraphs 12 or 18

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 as sale or reste; unange or user servicer, the note or a pariet interest in the note together with this security institution had 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 Servicer unrelated or all collects monthly payments the under the Note and this Security Institution. There also may be one or more changes of the Loan Servicer unrelated or all of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above any 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

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19. Hazardous Substances. Borrows: shall not cause or parmit the presence, use, disposal, storage, or release of any takendous Substances on or in the Property. Borrower shall not ito, nor allow anyone also to do, anything affecting the Property that is in violation of any Environmental Law. The or in the charge two sentences shall not apply to the presence, use, or storage on the Property of small quentities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lander 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 substances or formaldehyde, and redicective materials. As used in this paragraph, "Environmental Lew" means federal laws and laws of the

g aniestria of formatistics and interest to the state of the state of the property is located that relate to health, safety or environmental protection.

20. Acceleration: Remedies. Lender shall give notice to Boitower 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 18 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 which the dotault must be cured; and (ii) that failure to cure the derivation of the resolute process in the notice shall further inform Borrower of the right to security that unless the reports. 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 reminister and expenses in 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' 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 menage 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 first 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 bonds 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, Center shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Welver of Homestead. Borrower weives all right of homestead exemption in the Property.

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

	WART THE TEXT Close Vilyno
STATE OF ILLINOIS,	County sa
May on Fryn	1919 a Notary Public in and for said county and state, do hereby certify if
Automa uning	Bethacothad to the co
appeared before me this day in person, and acknowledged that $\sum_{i=1}^{n}$	tra signed and delivered the said menument as All free voluntary act, for the
uses and purposes therein ser forth	free voluntary act, for the
Given under my hand and official seal, this	day of Selectification 1993
hy communion expues:	Can Called Marin
7	Notary Public
nia document was prepared by:	0,
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	Opp.
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