

# UNOFFICIAL COPY

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• DEPT-01 RECORDING \$29.50  
• T\$00000 ITRAN 4284 10/07/93 12:25:00  
• \$1414 + ec 93-304202  
• COOK COUNTY RECORDER

GT-15-14-050 (8/90)

This instrument was prepared by:

*S. Carlson*  
(Name)

(Address)

## MORTGAGE

THIS MORTGAGE is made this 16<sup>th</sup> day of Aug, 1993, between the Mortgagor, WILLIE V. GREENWOOD, JOYCE A. CURRY-GREENWOOD (herein "Borrower"), and the Mortgagee, BARCLAY BUILDERS, INC., a Corporation organized and existing under the laws of Illinois, whose address is 2545 WEST PETERSON AVENUE, CHICAGO, IL 60659 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S.\$ 3600.00, which indebtedness is evidenced by Borrower's note dated 8/16/93, and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on Approximately...48 months from disbursement date.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

All of the property located at 1110 N HALLER, in the City/Town/Village of CHICAGO, County of COOK, State of IL, in which the Borrower/Owner has an ownership, leasehold or other legal interest. This property is more particularly described on the schedule titled "Additional Property Description" which is attached hereto as Exhibit A.

The Borrower/Owner does hereby authorize the Mortgagee/Beneficiary/Lender or its assigns to obtain a more detailed property description after the Borrower/Owner has signed the Mortgage/Deed of Trust, and to attach Exhibit A after the Borrower/Owner has signed the Mortgage/Deed of Trust.

RIN: 16-05-405-030

93804202

which has the address of 1110 N. HALLER, CHICAGO.  
[Street] [City]

Illinois.....60651.....(herein "Property Address")  
[Zip Code]

TOGETHER with all the improvements now or hereafter erected 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 this 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 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 encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

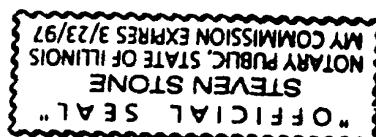
ILLINOIS



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St. Paul, Minn  
375 St. Peter Street Suite 1000  
Home Improvement Department  
Green Tree Financial Corp.  
Prepared by and Return to

(Sign Below This Line Reserved for Lender and Recorder)



Given under my hand and official seal, this ..... day of ..... , 1993  
*John P. Morrissey*  
John P. Morrissey  
Notary Public  
State of Illinois  
My Commission expires:

..... before voluntary act, for the uses and purposes herein set forth,  
..... appeared before me to be the same person(s) whose name(s) ..... *John P. Morrissey* ..... subscriber to the foregoing instrument as  
personally known to me to be the same person(s) whose name(s) ..... *John P. Morrissey* ..... subscriber to the foregoing instrument as  
John P. Morrissey, Notary Public in and for said County and State, do hereby certify that  
I, John P. Morrissey, Notary Public in and for said County and State, do hereby certify that

STATE OF ILLINOIS, ..... County ss:

*John P. Morrissey*  
JOHN P. MORRISSEY  
MILLER V GREENWOOD  
Borrower  
Borrower

IN WITNESS WHEREOF Borrower has executed this Mortgage.

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, or any default under the superior encumbrance and of any sale or other foreclosure action.

## MORTGAGES OR DEEDS OF TRUST

## AND FORECLOSURE UNDER SUPERIOR

## REQUEST FOR NOTICE OF DEFECT

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.  
charge to Borrower, Borrower shall pay all costs of recordation, if any.  
20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without account only for those rents actually received.

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**10. Borrower Not Released From Liens By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any 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 waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** 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-signs this Mortgage, but does not execute the Note, (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, (b) is not personally liable on the Note 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 Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**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) any 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 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 law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" 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 Note and of this Mortgage at the time of execution or after recordation hereof.

**15. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses 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 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 secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**17. Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach, or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

**18. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**19. 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, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property 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 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 Mortgage. The receiver shall be liable to

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9. **Condemnation.** The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or taking of the Property, or part thereof, or for damage in lieu of condemnation, are hereby assigned and shall be paid to Lender in accordance with this Mortgage.

10. **Lender's Interest.** The Lender shall have an interest in the Property, related to Lender's interest in the Property.

11. **Inspection.** Lender may make cause to be made reasonable notice prior to any such inspection specifying reasonable cause therefor provided that Lender shall give Borrower notice of any mortgage deed of trust or other security agreement relating to the Property.

12. **Mortgagor.** Noticing contained in this Paragraph shall be payable upon notice from Lender to Borrower requesting payment in full of payment, such amounts shall be payable by the Mortgagor. Unless Borrower and Lender agree to otherwise become additional indebtedness of Borrower secured by this Mortgage, Lender to Borrower requesting payment thereof Any amounts disbursed by Lender pursuant to this Paragraph, with interest thereon, at the Note rate, shall

Borrower's and Lender's interest in the Property.

13. **Protection of Lenders Security.** If Borrower fails to perform the covenants and agreements contained in this Paragraph such insurance in effect until such time as the requiring the loan secured by this Mortgage, Borrower shall pay the premium required to maintain such insurance as a condition of making the loan secured by this Mortgage. Lender's interest in the Property.

14. **Attorneys' Fees.** reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender requires additional indemnification by Borrower and Lender agrees to otherwise become such sums, including

Lender, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then

7. **Protection of Lenders Security.** If Borrower fails to perform the covenants and agreements contained in this

Paragraph or if any provision of this Paragraph is violated, Lender shall keep the property in good repair and shall not commit waste or permit impairment or deterioration of the property which results in a unit

or to the sums secured by this Mortgage.

If the property is abandoned by Borrower, or if Borrower fails to repair and to Lender within 30 days from the date

of loss it has made promptly by Borrower.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make

or other security agreement with a Lender which has priority over this Mortgage.

Lender shall have the right to hold the policies and renew this coverage, subject to the terms of any mortgage, deed of trust

acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender

that such approval shall not be unreasonable without being asked, All insurance subject to Lender's approval shall be in a form

The insurance carrier providing the insurance shall be chosen by Lender provided, however,

may require and in such amounts and for such periods as Lender may require.

Insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender

4. **Prior Mortgages and Deeds of Trust.** Lender shall keep the impervious nature existing of heretofore executed on the property

under any mortgage, deed of trust or other encumbrance held by Lender shall perform all of Borrower's obligations

3. **Application of Payments.** Unless as applicable law provides otherwise, all payments received by Lender under

held by Lender at the time of application as a credit against the sum secured by this Mortgage, any funds

Lender shall apply, no later than 17 hours of the day of the sale of the property to its acquisition by Lender, any funds

held by Lender, if under paragraph 1 above, to the sale of the property to its acquisition by Lender, any funds

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## EXHIBIT "A"

LOT 20 IN BLOCK 3 IN HOOD'S SUBDIVISION OF BLOCKS 1, 2, 3, 4,  
5, 6, 8, AND 18 IN SALISBURY'S SUBDIVISION OF THE EAST 1/2 OF  
THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #16-05-405-030

Property of Cook County Clerk's Office

93-04202

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