DEPT-01 RECORDING

\$25,50

T#4444 TRAN 3889 02/08/93 15:31:00

*-93-103678 COOK COUNTY RECORDER

93103678

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Surviv, Instrument") is given on 02/05/93 , The mortgagor is GEORGE R. T. (LPA

AND LELA M. TAYLOR, HIS WIFE

("Borrower") This Security Instrument is given of CONSUMER FINANCE COMPANY, INC. its successors and/or assigns, a NEW YOR? corporation, whose address is 250 EAST CARPENTER FREEWAY

("Lendor").

Borrower owes Lender the principal sum of THIRTY TWO THOUSAND SIX HUNDRED THIRT HIME DOLLARS AND NINETY NINE CENTS----dollars (U.S. \$ 32,639.99). This debt is evidenced by Borrower's Note dated the same as as this Security Instrument (*Note*), which provides for monthly payments, with the full debt, if not raid earlier, due and payable on 02/05, 96. This Security Instrument secures to Lender: (a) 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 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. A conder the following described property located in CITY OF CHICAGO,

County Illinois LIP FLEVEN (11) AND LOT TWELVE (12) IN BLOCK ONE (1), IN PAYNE'S STEDITISTON OF THE SOUTH HALF (1/2) OF THE SOUTH EAST QUARTER (1/4) OF THE NORTH EAST QUARTER (1/4) OF THE SOUTH EAST QUARTER $(\frac{1}{4})$ OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER: 20-22-413-038-0000

which has the address of 8858 SOUTH COTTAGE GROVE

(*P or arty Address*);

93103678

TOGETHER WITH all the improvements now or hereafter erected on the property, 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 convey id 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 these and defended.

claims and demands

1. Payment of Principal and Interest: Lite Charges, Borrower shall promptly pay when due the Ancipal 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 uncler the Note: second, to interest due; and fast, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributible to the Property which may attain priority ever this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments

Borrower shall promptly discharge any fron which has priority over this Security Instrument unless Borrower of the obligation secured by the lien in a manner acceptable to Lendin. (b) contests in good faith the lien by, or defends agrins, subsciement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forteiture 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 relationaries that any part of the Property is subject to a flow which may attain priority over this Security Instrument. Londer may give Borrower a notice identifying the lion. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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, 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 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 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, Borrower's right to any insurance policies and proceeds resulting from demage 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. Freservation 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 liecturity Instrument is on a lessehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires less that to the Property, the lessehold 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 preceeding 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 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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ntering on the Property to make repairs. Although Lender may take action under this paregraph, Lender does not paying reasonable attomeys' less have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrowel 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 raisonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or pilor to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any pact of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total raking 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 Lander 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 lafter 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, whather 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 Walver. Extension of the time for payment or modification of amortization of the ums 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 Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrowel or Borrowel's successors in 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 arm dy

10. Successor, and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the succe sets and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. At a Corrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and on you 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 S curity Instrument; and c) agrees that Lander and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to (1.7), ms of this Security Instrument or the Note without that Borrower's consent.

17. Loan Charges. If the logic secured by this Socialty Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other roos charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the immunit necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Bo rower. Lender may choose to make this refund by reducing the principal owed under the Note of by making a direct payment to Borrower. Via refund reduces principal, the reduction will be treated as a partial prepayment.

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

second paragraph of paragraph 18

- 13 Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by meiling it by first class mail unless applicable law requires use of another method. I'm rouce shall be directed to the Property Address or any other address florrower designates by notice to Lender. Any notice to Lender shall be given by first cirus 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 shall be deemed to have been given to Borrower or Lender when given as provided in this
- 14. Governing Law; Severability. This Security Instrument shell be governed by toderal 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 or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given a fect 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. "All or any part of the Property or any interest in it is sold or transferred for if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lendor's prior written consent, Lender may, at its option, require immediate payment in full of all sums socured by this Security Institut et t. 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 secure 3 by this Security Instrument. If Borrower falls 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 as any time prior to the earlier of (a) 5 days (or such other period as anotice dies 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 international factoring this Security Instrument 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, (b) cures any default or any other covenents or egisements; (c) pays all expenses incurred in enforcing it is Security Instrument, including, but not limited to massonable attorneys fees; and (d) takes such act on as Lender may reasonably require to assure the the lien of this Security Agroement. Lenderly Receiver, this Security Instrument and the obligation secured by this Security Instrument shall continue unchanged. Upon reinstatements by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to present the shall not apply in the case of acceleration under paragraphs 12 or 16.

rematete 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 Servicer", that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unterlief sold 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 and applicable law. The notice will atete the name and address of the new Loan Servicer and the address to which payments should be made. The natir a 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 Pazardous Substances on or in the Property. Sorrower shall not do, not allow anyone also to do, anything affecting the Property that is in violation of an, E. vironmental 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.

shall promptly give Lender written notice of any investigation, claim, demand, fawault 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 peragraph, "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 ashestos or formeldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the

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

20. Acceleration; Remedies, Lender shall give notice to Berrower 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 reinstate after ecceleration 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 duried 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 peragraph, including, but not limited to, reasonable attorneys fees and costs of title evidence

21. Lender in Possession, Upon ecceleration 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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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 recured by this Security Instrument, Lender shell release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Weiver of Homosteed, Borrower waives all right of homostead exemption in the Property.

BY SIGNING GELOW, Borrower accepts and agrees to the terms and governants contained in this Security Agreement.

		x Learge K	. Taylar	
		X LELA H. TAYLOR	M. Days	ler
STATE OF IELINOIS. G	оок	County se	s:	
THE UNDERSIGNED		, a Notary Public in	and for said county and	state, do hereby certify tha
GEORGE R. TAYLOR AND LEIA M. T	IAYLOR HIS WIFE			nda digua sabunasanga sama andronyahan membaganandah milas
personally known to me to be the acme personal	on S_ whose name S_	ARE	subscribed	to the foregoing instrument,
мореалей before me this day in person, and e	cknowledged that TheY	_ signed and delivered the	said instrument as 🎹	m R free voluntary act, for the
uses and purposes therein set forth.				
	Ox			
Given under my hand and official se	eal, this USIH	day of FEHRUARY		
му соппиванов варива ДЛУ 13,	1996		Notary Public	
This document was prepared by	euity itile co. 415 n lasalle st. s chicaco, il 60610	NOTA My G	OFFICIAL SEA DAMIAN SICHARY PUBLIC, STATE OF Commission Expires July	AK ‡
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