UNOFFIGIAL COPY HUMBER: \$801703

Proretion organized and existing under the laws of filinois whose address is 10 BAST SIND STREET. STERMS (Present Lander) Services is indebted to Lender in the principal aum of U.S. \$	THIS MORTGAGE IS made this 1995 day of 1995 between the Mortgager.  CHARLES DOTSON A WIDOWER, AND NOT SINCE REMARKIED  Person "Borrower"), and the Mortgages, OLD STONE CREDIT CURPORATION OF ILLIHOIS		
Whereas, Borrower is indibited to Lender in the principal sum of U.S. 6		O SAST 22HD STREET	. STE 204
Whereas, Borrower is indebted to Lender in the principal sum of U.S. 6	LOMEARD, NLINOIS 66148.		meren (herein "Lender"),
To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all either sum interest thereon, advanced in accordance herewith to protect the executity of this Mortgage; and the performance of the severable or oments of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender, the tellowing described preparation in the Country of OCON.  ———————————————————————————————————	Whereas, Borrower is indebted to Lander in the principal sum of U.S. S.	43.409.00	which indebtedness is
To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all ether summinterest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the coverance on ements of Berrower herein contained, Borrower dose hereby mortgage, grant and convey to Lender, the fellowing described prepartied in the County of GOOK.    State of Minner:			
To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the performance of the severable entered the security of this Mortgage; and the performance of the severable entered the security of this Mortgage; and the performance of the severable entered the security of the Mortgage; and the performance of the severable entered the security of the Mortgage; and the performance of the severable entered the security of the Mortgage; and the performance of the severable entered the security of the Country of Country of Country of Country of Country in the Country of Country in the Country of the South is Select Elizabeth.  **BLOCK I.IV. RELLY'S SURDIVISION OF THE SOUTH IS FRET OF LOT 20 IN BLOCK I.IV. RELLY'S SURDIVISION OF THE SOUTH AST 1/4 OF THE NORTHWEST I.IV. OF SECT OF A SOUTH AS OUTHERST I.IV. OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TLLINGIS.  **PIN# 25-05-131-014**  **PIN# 25-0		tinged in their addition between	i ann ann bhidhean ann <del>Maisill</del>
Interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the severance of ements of Borrower feets a contained, Borrower does hereby mortgage, grant and convey to Lender, the following described prepartied in the County of COOK.  But the County of COOK COUNTY THE SOUTH 5 FEBT) AND THE SOUTH 15 FEBT OF LOT 29 IN BLOCK 19; KELLYS SUBDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWAST 1/4 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 14, BAST OF THE THIRD PRINCIPAL MERIDIAN, IN COK COUNTY, ILLINOIS.  PINIP 25-05-131-014  PINIP			and the same
PIN# 25-05-131-014  PIN# 25-05-131-014  POSS STATE OF LOT 30 IN FILEY SUMDIVISION OF THE SOUTHEAST 1/4 OF THE NORTH WEST IN PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  PIN# 25-05-131-014  PIN# 25-05-131-014  PROBLEM OF SECTION OF THE SOUTHEAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  PIN# 25-05-131-014  PROBLEM OF SECTION OF THE SOUTHEAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  PIN# 25-05-131-014  PROBLEM OF SECTION OF THE SOUTHEAST OF THE THIRD PRINCIPAL MERIDIAN OF SECTION OF SEC	To Secure to Lender the repayment of the indebtedness evidenced by the Note, to	with interest thereon; th	e payment of all etter tume, Images of the severants and
LOT 28 (EXCEPT THE SOUTH 5 FEET) AND THE SOUTH IS FEET OF LOT 29 IN BLOCK 1 IN FILLY'S SURDIVISION OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTIO/13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN 2COK COUNTY, ILLINOIS.  PIN# 25-05-131-014  DET TO 1 KECOR PIC 1/2-22 THAN 77/70 D37/37/37  1/10/18 \$1 10/18 \$2	sements of Borrower herein contained, Borrower does hereby mortgage, grant and	convey to Lender, the	tollowing described preparty
BLOCK 1 IN KELLY'S SUNDIVISION OF THE SOUTHBAST 1/4 OF THE THIRD PRINCIPAL  MERIDIAN, IN ZUOK COUNTY, ELLINOIS.  PIN# 25-05-131-014  PIN# 25-05-13			
BLOCK 1 IN KELLY'S SUNDIVISION OF THE SOUTHBAST 1/4 OF THE THIRD PRINCIPAL  MERIDIAN, IN ZUOK COUNTY, ELLINOIS.  PIN# 25-05-131-014  PIN# 25-05-13	LOT 28 (EXCRPT THE SOUTH 5 FEET) AND THE SOUTH	IS PEET OF LOT	M1 01
MERIDIAN, IN COOK COUNTY, ILLINOIS.  PIN# 25-05-131-014  PIN# 25-0	BLOCK TWEELLYS SUMDIVISION OF THE SOUTHBAST	' 174 OF THE NOR	THWEST
PINE 25-05-131-016  PINE 2	MERIDIAN, IN COOK COUNTY, ILLINOIS.	at (21, 1110) tindikê	A CONTRACT OF THE PARTY OF THE
DETECT STREET TO A STREET STRE			Service of attended
DETECT STREET TO A STREET STRE			in the property of the second
DETECT STREET TO A STREET STRE	PIN# 25-05-131-014		and the section of the first the section of the first than the section of the sec
with which the month of the control	and the second s	NEW C	CONTRACTOR PLANTS
with which the month of the control	And the state of t	1 222	NAW 7770 03/17/9
requiring of the Alphanous and the control of the c		्र काराधा इ.स. इ.स.	W. COUNTY DECORDER OVE
Hy to general and the second and the			the companies of the co
requiring a standard by the control of the control	a control to the above to we had the	the second of the second	
th has the address of the control of	State of the control of the fact of the control of	t	niy i y variorangi. Propinsky is alstatilk silati (is i -
th has the address of	and the second of the second o	· • • • •	
th has the address of			· ·
th has the address of	The second secon	$(p_{ij}, p_{ij}, p_{$	contract the probability of
(City) - Description	the state of the s	ζ,	and the contract of the special points for a pro-
A COLOMBIA DE LA COLOMBIA DEL COLOMBIA DE LA COLOMBIA DEL COLOMBIA DE LA COLOMBIA DEL COLOMBIA DE LA COLOMBIA DEL COLOMBIA DE LA COLOMBIA DE	th healths address of BOAS & BLEEARNTH	OHICAGO	La a ser en apole de la companya de
ile \$6686 @erein "Property Address");		IC.A}	Control of a second of the greathouse
(Zip Cade)		<b>C</b> /	2.1 (1.2) (1.2) (1.2)
Together with all the improvements now or hereafter erected on the property, and all easem with, rights, appurtenances and rents, all			forugaing, tagether with eni
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all on the foregoing, together with an	belty (of the leasehold estate it this mortgage is on a reasonal) are negatively owner, result.	and has the right to in.	rigage, grant and convey th
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with ex- perty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."	perty, and that the Property is unencumbered, except for encumbrances of record.	Borrower covenants th	w bas etasmaw reword to
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with ex- perty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower covenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that California warrants and w		sumbrances of record.	Ux.
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with ex- perty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Provierty."  Borrower dovernants that Borrower is lewfully selzed of the estate hereby conveyed and has the right to mortgage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and would generally the title to the Property against all claims and domands, subject to encumbrances of record.	FORM COVENANTS. Borrower and Lander covenant and agree as follows:	l oromotiv pav when du	e the currical of and intere
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with ex- perty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower covenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Cover warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lender covenant and agree as follows:	he debt evidenced by the Note and any prepayment, lete charges and other charges	s due under the Note.	
th shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with ex- perty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower doverants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  ayment of Principal and Intercety Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and intercets the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.	unds for Taxos and Insurance. Subject to applicable law or a written waiver t	y Lender, Burrower sh	all pay to Lura's on the cit
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and wind generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  ayment of Principal and Intercety Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and intercety the delta of the delta evidenced by the Note and any prepayment, late charges and other charges due under the Note.  Lynds for Taxes and Incurence. Subject to applicable law or a written waiver by Lender, Burrower shall pay to Larges on the delta exists.	nthly payments of principal and interest are payable under the Note, until the Note the of the reach, taxon and secretaments (polyalise condemicium and misched unit	i je paks in 10H, 6 bulti ( i development sassasmi	norum "Purkis", oqual to Uni onto, if anni which may sital
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to includes, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and wind generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  ayment of Principal and Intercet; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and intercet he debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  Subject to applicable law or a written waiver by Lender, Burrower shall pay to Larges on the distribution of principal and intercet are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on	wity over this Mortgage and ground rents on the Property, if any, plus one-twellth (	of yearly premium: inota	Hments for hesped insurans
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  The symmetrical principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest he debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The defendance of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on the first of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may also rity over this Mortgage and ground rente on the Property, if any, plus one-twellth of yearly premium installments for flassed insurance.	a one-twelfth of yearly premium installments for mortgage insurance, if any, all as re	secnebly estimated killi	ially and from time-to time b
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  ayment of Principal and Intercet; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and intercet he debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  India for Taxes and Intercets. Subject to applicable law or a written waiver by Lender, Burrower shall pay to Larger on the distribution of principal and intercet are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on the other yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may all a con-twelth of yearly premium installments for flassed incurance, if any, all as reasonably estimated initially and from time to time we have the largery premium installments for mortgage (neurance, if any, all as reasonably estimated initially and from time to time.	ider on the basis of accessments and bills and reasonable estimates thereof. Borrows to be extended to the system that Basis are maken as to access to the system that basis are at a	wer snall not be obligat Lorior mortosce or des	es to mene suon payments s d ef-trust if such holder in a
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovenants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to incheage, gram and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that account warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lander covenant and agree as follows:  The debt evidenced by the Note and any prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  The debt evidenced by the Note and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on the debt of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may site this over the Mortgage and ground rents on the Property, if any, plus one-twellth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time to the basis of esception in the and casesonable estimates thereof. Borrower shall not be obligated to make such payments of the basis of esception to an determine the stime and cases and assessments and the seconable estimates thereof. Borrower shall not be obligated to make such payments of the basis of esception to an determine the secona	ids to Lender to the extent that morrower makes such payments to the notice of a litutional lender.	Prior monthage or one	
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with except (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Proverty."  Borrower dovenants that Borrower is invivily selzed of the estate hereby conveyed and has the right to invivigage, gram and convey the perty, and that the Property is unencumbered, susept for encumbrances of record. Borrower covenants that account warrants and world generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lender covenant and agree as follows:  ayment of Principal and interest; Prepayment and Lete Charges. Borrower shall promptly pay when due the principal of and interest he debt evidenced by the Note and any prepayment, lete charges and other charges due under the Note.  Funds for Taxees and Incurence. Subject to applicable law or a written waiver by Lender, Burrower shall pay to Lerder on the time that of the yearly taxes and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds", equal to on the yearly taxes and assessments fincluding condominium and planned unit development assessments, if any) which may alia rity over this Mortgage and ground rente on the Property, if any, plus one-twelfth of yearly premium installments for fluxural insurance is one-twelfth of yearly premium installments for fluxural insurance does not be extend that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is a contender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is a	orrower paye Funds to Lender, the Funds shall be held in an inelitution the deposits	or accounts of which a	re incured or guaranteed by
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with everty (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Projecty."  Borrower governants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to hurdgage, grant and convey the certy, and that the Property is unencumbered, except for encumbrances of record. Borrower covernants that a cover warrants and would generally the title to the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lender covernant and agree as follows:  syment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly pay when due the plant paid of and interes the clot evidenced by the Note and any prepayment, late charges and other charges due under the Note.  Interest Taxses and theurence. Subject to applicable law or a written waiver by Lender, Burrower shall pay to Lerder on the ditty payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on this of the yearly taxes and assessments (including condominium and planned unit development assessments. Fany) which may all interests the receive the Mergage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for flassed interests in one-twelfth of yearly premium installments for flassed interests in one-twelfth of yearly premium installments for mortgage (naurance, if any, all as reasonably estimated initially and from time to do no Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is a flutional tender.  Forcower pays Funds to Lender, the funds shall be held in an inetitution the deposits or accounts of which are incurant or guaranteed by	feral or state agency (including Lender II Lender to such an institution). Lender th	hall apply the Funds to	pay said taxet, assessment nion said second or varible
this help be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with everty (or the leasehold estate it this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovernants that Borrower is leavility selted of the estate hereby conveyed and has the right to mortgage, grant and convey the party, and that the Property is unencumbered, except for encumbrances of record. Borrower covernants that an investment with the property against all calms and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lender covernant and agree as follows:  ayment of Principal and interest; Propeyment and agree as follows:  ayment of Principal and interest; Propeyment and agree as follows:  ayment of Principal and interest are payable under the Note; until the Note is paid in full, a sum (herein "Funds") equal to on the other yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may alia they over this Mortgage and ground rente on the Property, if any, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably astimated hillally and from time to the basis of assessmente and bile and reasonable estimates thereof. Borrower shall not be obligated to make such payments to the holder of a prior mortgage or deed of trust if such holder is a distributional tender.  Forower pays Funds to Lender, the Funds shall be held in an institution). Lender shall apply the Funds to pay said taxes, assessment enters or state agency (notwerly funds to pay said taxes, assessment enters).	arance premiume and ground rents. Lander may not charge for so notding and ap a compliance said sessesments and bills, unless Lander nevs Econower interest on the	prymy me runds, amby se funds and soblicable	tow permits Lender to mak
this help be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with exercity (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."  Borrower dovernants that Borrower is lawfully selzed of the estate hereby conveyed and has the right to mortgage, grant and convey the party, and that the Property is unencumbered, except for encumbrances of record. Borrower covernants that the Property against all claims and demands, subject to encumbrances of record.  FORM COVENANTS. Borrower and Lender covernant and agree as follows:  ayment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the plant paid of and interest the debt evidenced by the Note and any prepayment, late charges and other charges due under the Nints.  Funds for Taxos and Interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to on the other yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may alia one-twelfth of yearly premium installments for flazars insurance, if any, all as reasonably estimated initially and from time to the basis of assessments and bits and reasonable estimates thereof. Borrower shall not be obligated to make such payments to the holder of a prior mortgage or deed of trust if such holder is a functional tender.  Forover pays Funds to Lender, the Funds shall be held in an institution). Lender thall apply the Funds to pay said taxes, assessment reason premiums and ground rents. Lander its such an institution). Lender thall apply the Funds, analyzing said account or verifying premiums and ground rents. Lander may not charge for so holding and applying the Funds, analyzing said account or verifying the premium and ground rents. Lander may not charge for so holding and applying the funds, analyzing said account.	h a charge. Sorrower and Lender may agree in writing at the time of execution of t	his Mongage that inter	us on the Funds shall be pai
the shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with electry (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Projecty."  Borrower doverants that Borrower is lawfully setzed of the estate hereby conveyed and has the right to mortgage, grant and convey the perty, and that the Property is unencumbered, except for encumbrances of record. Borrower coverants that "Second warrants and warrants and that the Property is unencumbered, except for encumbrances of record. Borrower coverants that Second warrants and warrants and the Property is unencumbered, except for encumbrances of record.  FORM COVENANTS. Borrower and Lender coverant and agree as follows:  ayment of Principal and interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.  Formal for Taxes and Incurence. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender Funds; equal to this payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds"; equal to they early taxes and assessments including condominium and planned unit development assessments in the National tent of the yearly premium installments for mortgage insurance, if any, all as reasonably estimated killially and from time to der on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments to the holder of a prior mortgage or deed of trust if such holder is a fututional tender.  Borrower paye Funds to Lender, the Funds shall be held in an institution). Lender shall apply the Funds to pay said taxes, assessment insulance, and provide assessments and bills, unless Lender pays Borrower interest on this Mortgage that interest on the Funds shall be payed to send provide assessments and bi	Borrower, and unless such agreement is made or applicable law requires such into	rest to be paid, Lende	r ehall net be required to pe

To

## **UNOFFICIAL COPY**

If the amount of the Purids held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes. assessments, insurance premiums and ground rents, shall assess the amount required to pay said taxes, assessments, insurance

premiums and ground rente as they fall due, such excess shall be, at Bonovier's aption, either premiutly repaid to Scrrower or credited to Bonower on monthly installments of Funds. If the amount of the Funds held by Lander shall not be sufficient to pay taxes, assessments, insurance premiums and ground rente as they tall due, Sorrower shall pay to Lander any amount necessary to make up the deficiency in one or more payments as Lander thay require.

Upon payment in full of all cums secured by this Morigage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the hale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Morigage.

8. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under the Note and paragraphs to an all be applied by Lander first in payment of amounts payable to Lander by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

d. Pylor Mortgages and Doods of Trust; Charges; Liens. Berrower shall perform all of Berrower's obligations under any mortgage, deed of trust of other security-agreement with a lien which has priority ever this Mortgage, including Somewor's covenants to make payments when due. Borrower shall pay or cause to be pold all taxes, assessments and other charges, fines and impecitions attributable to the Property (Property Taxes) which may attain a priority over this Mortgage, and lesshold payments or ground rents, til only. In the event Sorrower falls to pay any due and payble Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the Contract rate set forth in the Note.

3. Hazard Incurance. It will be the improvements now subting of hereafter erected on the Property Incured against loss by fire. hexards included within it a virm "extended poverage", and such other hexards se Lander may require and in such amounts and for such periods as Lander may require.

The insurance carrier providing or injurance shall be cheen by Berrower subject to approval by Lender; provided, that such approval shall not be unreasonably withhold. In the provided Borrower talls to maintain hexard insurance (including any required flood insurance) in an amount sufficient to eatlefy all indebte or ze, tees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any promiums paid for such insurance to the principal amount of the loan secured by this dequity instrument on which interest shall not use the sontract rate set forth in the Note. All insurance policies and renewals thereof that have the hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a fien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to incline earlier and Lander. Lender may make proof of loss if not made pramptly by Borrower.

If the Property is abandoned by Serrewer, or it Serrewer talle to respond to Londor within 80 days from the date notice is malled by Londor to Serrewer that the incurance center effort to cettle a stalm for incurance benefits, Londor is authorized to collect and apply the incurance proceeds at Londor's option either to resturation or repair of the Property or to the sums secured by this Morigage.

6. Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is or a unit in a condominium or a planned unit development, the provision all of Borrower's obligations under the declaration or soon or a reaseting or governing the condominium or planned unit development, the by-lews and regulations of the condominium or planned unit to Mortgage.

P: Protection of Londor's Security. If Sorrower falls to perform the covenants and agreement contained in this Montgage, or if any action or proceeding is commenced which materially affects Lendor's interest in the Property fine John, without limitation), then Lendor, at Lendor's option, upon notice to Sorrower, may make such appearances, disburse such sums, including measurable attorneys' fees, and take such action as in necessary to protect Lendor's interest. If Lendor required mortgage incurance as a (and ition of making the loan secured by this Montgage, Sorrower shall pay the promiumu required to maintain such incurance in effect until suit, time so the requirement for such insurance terminates in accordance with Sorrower's and Lendor's written agreement or applicable text.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall on come additional indebtedness of Borrower sessured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to Incur any expense or take any action hereunder.

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

S. Condemnation. The proceeds of any award or staim for damages, direct or consequential, in connection with any colder mation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander, subject to the terms of any mortgage, deed of trust or other accurity agreement with a lien which has priority over this Mortgage.

18, Berrower Not Released; Perbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any execusor in interest of Sorrower shall not operate to release, in any manner, the liability of the original Sorrower and Serrower'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 same secured by this Mortgage by reason of any demand made by the original Sorrower and Sorrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or etherwise afforded by applicable law, shall not be a walver of or preclude the exercise of any such right or remedy.

11, Successors and Acaigns Bound; Joint and Several Liability; Co-algners. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective nuccessors and seeigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Serrower 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 turns of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (a) 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.

## UNOFFICIAL COPY 6 4

the with this Manager, the account of the later who is a con- term of the second of th
Proposed a second control of the con
Proposed a second control of the con
follows:  13. Governmenty was, in accounting the property of the state of the property of the
Proposed product attention to the consequence of th
Proposed product attention to the consequence of th
Advanced this the equipment of the control of the c
which has a substitute of the control of the contro
Bigging of power theorem in the control of the cont
Pagina i ** Horrows & C. 1976   11   12   12   13   14   14   15   15   15   15   15   15
14. Horroway e C 1935. 11. cm.  Georgi Binor Proport.  18. Hohafultullan Loza, Ago. 12. cm.  19. Olin harange engent weeth lings on the common of the common
encentisticus (Proces)  13. Periodistructiva II. Jan. (25. 15. 15. 15. 15. 15. 15. 15. 15. 15. 1
14. Rediafolitution Livas Agos or as commented in the comment of t
in the second of the second proposition of the second of t
in the second of the second proposition of the second of t
t general er en er i Solar Agent i Solar general Solar I i generalen er talker ketennet er et
agreed to the grant of the content of the
and the second of the contemple of the
• •
and the second s
And the second section of the second section is a second s
The second of th
unce with a New which hep polarity over this
origage, of any delault under the susperior of the
Company of the second of the s
The state of the s
for a moverthy Vallage and the following
production of the contraction of
the second of the graph of the object of
the control of the co
the second of th
and the second of the second
Annual and the first of the same of
NOTE OF THE PROPERTY OF THE PR
AS DOTSON BY THE PROPERTY OF THE PROPERTY.
and the British and the Britis
and makes was given observed instruction from an orthogon
the state of the s
Some Applied Many Applied Bridge Bridge
IZ Accelhention, Boursonses Seeses Seeses
of a first of a superpresentation of the property of the second of the s
the second of th
Presents (3) a date, or property and the
the open and draw one est analist tan
The state of the second state of the state o
and the law has a color of the color of the color
the street of the Abertyage of the street and
, it bus to a distinct something about the control of the control
। १८ विकास कार का कि स्कृतिक कर कि जो है। जो कि जो कि जो कि
that they make our
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

المصد كالرحاط والإرادي

Page 5 of 4 (4/00)

## **UNOFFICIAL COPY**

19. Notice. Except for any notice required under applicable low to be given in another manner, (s) any notice to Borrower provided for in this Martgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at each other address as Serrower may designate by notice to Londer as provided herein, and (b) any notice to Londer shall be given by sertified mail to Londer's address stated herein or to such other address as Longer may designate by notice to Borrower as provided herein. Any notice provided for in this Martgage shall be deemed to have been given to Borrower or Lander when given in the manner designated herein.

18. Severning Law; Severability. The state and feed laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The torogoing contense shall not limit the applicability of Pederal 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 and the Mortgage or the Note and delered to be severable. As used history, "expenses" and "atternays" toes" include all sums to the extent not prohibited by applicable law or limited freship.

14. Betrewer's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mongage at the time of encaution or after recordain tereor.

15. Rehabilitation Lean Agreement. Somewer shall fulfill all of Somewer's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Somewer enters into with Lander. Lander, at Lander's option, may require Somewer to execute and deliver to Lander, in a form acceptable to Lander, an assignment of any rights, claims or defenses which Somewer may have against parties who supply labor, materials a review in connection with improvements made to the Property.

supply labor, materials a services in connection with imprevenents made to the Property.

18. Transfer of the Property or a Sensitive interest in Settletable If all of any part of the Property or an interest therein is sold or transferred by Serrower for it is beneficial interest in Settletable If all of any part of the Property or an interest therein is sold or transferred and Sensower is not a natural person or persons but is a corporation, partnership, trust or other legal entity without Landdr's pilor tettles establishing (a) the creation of a lien or encumbrance subordinate to this Security Fetniment which does not relate to a transfer of rights of occupancy in the property. (b) the creation of a purchable Manay security interest of foundation of a transfer by device, descent or by operation of law upon the death of a joint tenant lift (if) the graft of day little for any instrument to be immediately due and payable.

If Lander exercises such option to acresses, Lander shall mall Berrower notice of acceleration in accordance with peragraph 12 horses. Such notice shall provide a period of not lost was 30 days from the date the notice is malled within which Borrower may pay the cums declared due. If Borrower falls to pay such acresses in the expiration of such period, Lander may, without further notice or demand on Borrower, Involve any remedice permitted by paragraph 12 horses.

Lender may consent to a sale or transfer If: (1) Bern wer causes to be submitted to Lender Information required by Lender to evaluate the transferse as if a new loan were being made to the transfers. (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any devenant or agreement in Security Instrument is acceptable; (3) interest will be payable on the sume secured by this Security instrument at a rate acceptable to Lender (4) changes in the terms of the Note and this Security Instrument required by Lender are made, instuding; for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (3) the transferse signs as assur plot, agreement that is acceptable to Lender and that obligates the transferse to keep all the promises and agreements made in the Note and in this Security Instrument, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasons ple on as a condition to Lender's consent to any sale or transfer. Semanter will continue to be obligated under the Note and this Security Instrument.

NON-UNIFORM COVENANTS. Benewer and Lander further sevenant and agric Publishers:

IV. Application; Remedies. Except as provided in paragraph 18 horsel, upo. Porover's breach of any covenant or agreement of Berrower in this Mortgage, including the covenants to pay when due any cume carried by this Mortgage, Lender prior to acceleration chall give notice to Berrower ac provided in paragraph 18 horsel specifying (v) the Popole; (II) the action required to cure such breach; (II) a date, not less than 10 days from the date the notice to mailed to Berrower, by chick such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may receive acceleration of the cume occured by this Mortgage forestoours by judicial proceeding, and cale of the Property. The notice shall be inform Berrower of the right to reinstale after acceleration and the right to accert in the forestoours proceeding the nonculator of a detail or any other defense of florrower to acceleration and forestoours. If the breach is not cured on or before the date specifical in the notice, Lander, at Londer's option, may declare all of the sume secured by this Mortgage to be immediately due and payable of not repenses of terestoours, including, but not limited to, reacceptic atterneys' fees and costs of decumentary ordenes, abstracts and life; sports.

18, Berrower's Right to Reinstate. Notwithstanding Lander's accounted of the sums accured by this Mortgage. — a Berrower's breach. Berrower shall have the right to have any proceedings beginn by Lander to enities this Mortgage decontinued at any two prior to the entry of a judgment enforcing this Mortgage if: (a) Berrower pays Lander all sums which would be then due under this Mortgage in the Note had no accoleration occurred; (b) Berrower curse all breaches of any other covenants or agreements of Berrower contained in the Serrower pays all reasonable expenses incurred by Lander in entering the occurrents and agreements of Berrower annualmed in this Martgage, and in enforcing Lander's remedies as provided in paragraph 17 bereof, including, but not limited to, reasonable attorneys' less; and (d) Berrower takes such action as Lander may reasonably require to accure that the item at this Martgage. Lender's interest in the Property and Berrower's obligation to pay the sums secured by this Miritaleys shall certifine unimpaired. Upon each payment and ours by Serrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. Assignment of Rents: Appointment of Resolver. As additional escurity 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 accelerate and retain such rents as they become due and payable.

Upon assistration under paragraph 17 hereof or abandonment of the Property, Lander shall be entitled to have a receiver applicated by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property instuding these past due. All rents collected by the receiver shall be applied first to payment at the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bends and researchite atterneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account any high to the estudy received.

30. Release. Upon payment of all sums escured by this Mongage, Londer shall release this Mongage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

E1, Walver of Homostond. Borrower hereby waives all rights of homostond syngation in the Property

