

93222424

THIS MORTGAGE is made this 16th day of Mirch agor Patrick Duffy, a backelor (herein "Borrower"), and the Mortgages, Persion a cosposation organized and exists AWARE , whose address is 191 W. Joe Orr Road, Chicago Heights, L.	al Einance Company
(herein "Borrower"), and the Mortgages, Pornon, , a corporation organized and exist	al Finance Company
(herein "Borrower"), and the Mortgages, Pornon, , a corporation organized and exist	a) Finance Company
, a corporation organized and exist	
	ing under the laws of the State of
AAMANA . WINDS MICHORS 13	
(herein "Lender").	
WHEREAS, BORROWER is indebted to Lender in the principal sum of Thirty Thousand	1 & 00/100
Dollars, which indebtedness is evider	nced by Borrower's noth dated
arch 16, 1993 (herein "Note"), providing for monthly iristallments of princi	
Indebtedness, if not sooner paid, due and payable on <u>Septembur 16, 1993</u> To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest twith interest thereon, advanced in accordance berewith to protect the security of this Mortgance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortg	ige, future advances, and the per-
lowing describe a property located in the County of Cook , State of [11]	linois
MELLING: 225 W. 109th Street, Chicago, Tllinois 60528	
X IDENTIFICATION NUMBER: 25~16-416-013	RECORDONG \$23.
CGAL DESCRIPTION: . OCPY-01	RECERDING \$23. TRAN 8983 03725793 09151100
# 1/4/20 ·	
LOT 37 IN BLOCK 1 IN WIERSEMAS SUBDIVISION OF THE SOL ACRES OF LOT 47 AND THE NORTH 5 ACRES OF LOT 50 (EXCI	THINKEY RECORDER
TOT 37 IN BLOCK 1 IN WIERSEMAS SUBDIVISION OF THE SOC	EDT THE
LOT 37 IN BLOCK 1 IN WIERSEMAS SUBDIVISION OF SO (EYCIACRES OF LOT 47 AND THE NORTH 5 ACRES OF LOT 50 (EYCIACRES OF LOT 47 AND THE NORTH 5 CHOOL TRUSTEE'S SUBDIVI	TSION OF
ACRES OF LOT 47 AND THE NORTH 5 ACRES OF LOT 30 (DIVINGES OF LOT 3	THIRD
WEST 33 FEET THEREOF) IN THE SCHOOL INDICES OF THE SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE	Ontomara -

Together with all the improvements now or hereafter erected on the property and all rents and all fixtures now or hereafter attached to the property, all of which, including replaciments and additions thereto, shall be deamed to be and remain a part of the

property covered by this Mortgage; and all of the foregoins, the opening are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and the, Bo rower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easiments or restrictions fisted in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of anti inurest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any future advances secured by this Mortgage.

2. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any

3. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may

PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

attein a priority over this Mortgage, by making payment, when due, directly to the saves thereof.

4. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extened coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Corrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and receptable to lender. able to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender.

5. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the

6. If Borrower fails to perform the covenants and agreements contained in this Mortgage, of it my action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, entire's commin; insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's uption, where exception and take such action as is necessary to protect Luncier's interest, microning. but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be future Edvances secured 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, and shall bear interest from the date of disbursament at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paregraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Lender may make or cause to be made reasonable entries upon and inspections of the Property, Provided that Lender shall

give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property. 8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation 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. Unless otherwise agreed by Lender in writing the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or post-

pone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. 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 Sorrower'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.

10. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this

Mortgage. 11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or

afforded by law or equity, and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower.

in this Mortgaile shall be given by a ling such to lice by cell address as Borrower may designate by notice to Lender as mail, return receipt requested, to Lender's address stated hower as provided herein. 14. This Mortgage shall be governed by the law of this	ay to be given in another manner. We are notice to Borrower provided for the provided herein, and (b) any motice to Lender shall be given by certified erein or to such other address as Lender may designate by notice to Borstate.
15. Borrower shall be furnished a conformed copy of ation hereof.	I the Note and of this Mortgage at the time of execution or after record
16. Upon Borrower's breach of any covenant or agradue any sums secured by this Mortgage, Lender prior to ac specifying: (1) the breach; (2) the action required to cure mailed to Borrower, by which such breach must be cured; the notice may result in acceleration of the sums secured by The notice shall further inform Borrower of the right to reing the non-existence of a default or any other defense of before the date specified in the notice, Lender at Lender's sately due and payable without further demand and may for	ement of Borrower in this Mortgage, including the covenants to pay when deleration shall mail notice to Borrower as provided in paragraph 13 hereof such breach; (3) a date, not less than 30 days from the date the notice is and (4) that failure to cure such breach on or before the date specified in this Mortgage, foreclosure by judicial proceeding and sale of the Property instate after acceleration and the right to assert in the foreclosure proceed. Borrower to acceleration and foreclosure. If the breach is not cured on or option may declare all of the sums secured by this Mortgage to be immediately this Mortgage by judicial proceeding. Lender shall be entitled to luding, but not limited to, reasonable attorney's fees, and costs of ducularing but not limited to, reasonable attorney's fees, and costs of ducu
17. Notwithstanding Lender's acceleration of the su proceedings begun by Lender to enforce this Mortgage disciple. (a) Borrower pays Lender all sums which would be the (b) Borrower cures all breaches of any other covenants or a reasonable expenses incurred by Lender in enforcing the conforcing Lender's remadies as provided in paragraph 16 herower takes such act on the Lender may reasonably required and Borrower's obligation to pay the sums secured by the Borrower, this Mortgage and the obligations secured hereby is 18. As additional second, hereunder, Borrower here shall, prior to acceleration under paragraph 16 hereof or a rents as they become due and provide. Upon acceleration time prior to the expiration of any proud of redemption of acceleration, shall be entitled to enter upon take possession of a those past due. All rents collected by Lender or the receiproperty and collection of rents; including, but not limited fees, and then to the sums secured by this his typical Lender received. 19. Upon paymont of all sums secured by this Mo Borrower shall pay all costs of recordation, if any,	
IN WITNESS WHEREOF, Borrower has executed this f	Mortgage.
This instrument was prepared by:	
Gerry Capua (NAME)	Dandol D. S. S. (SORROWLE)
191 W. Joe Orr Rd. Chgo. Hts., 11. 6	Patrick Duffy (GORHOWER)
STATE OF Illinois	4
COUNTY OF Cook	ACKNOVLIDGMENT
1, a Notary Public, in and for the said county in the stat	e aforesaid do hereby certify (na) Patrick Duffy, a bachelor personally known to me to be the same person
whose name(s) <u>1s</u> subscribed to the foregoing instrume	nt appeared before me this day in person and acknowledged that he
signed, sealed and delivered the Jaid instrument as <u>his</u> forth, including the release and waiver of the right of homeste	own free and voluntary act for the Les and purposes therein set
-	
Givensunder my hand and Notarial Seal this 16th	_day ofMarch
Was a contain the second	NOTAFT PUBLIC
MAIL TO: WALL T	MORTGAGE

e.