93225MOFFICIAL COPY

Loan Number: 4501717

Nareln "Borrower"), and the I	Montgages, OLD STONE CREDIT CORPO	RATION OF ILLINOIS	
corporation organized and	existing under the laws of filinois whose address is	10 EAST 22ND STREET	
FORBAND IF FINOIS 60.	148		(herein "Lender").
Whereas, Borrower is in videnced by Borrower's not	debted to Lendar in the principal sum of U.S. \$_ a dated		, which indebtedness is lewals thereof (herein "Note"),
oviding for monthly installn April 1; 2000	nents of principal and interest, with the balance of	indebtedness, if not sooner pald	, due and payable on
To Secure to Lender th	e repayment of the indebtedness evidenced by the	se Note, with interest thereon; th	e payment of all other sums,
ith inthreet therson, advanc	ed in accordance herewith to protect the accurity	of this Mortgage; and the perfo	rmance of the covenants and
greements of Borrower here cated in the County of	kin contained, Burrower does hereby mortgage, g COOK	rant and convey to Lender, the , State of Minols:	fallowing described property
,		•	
	OODGATE GREEN, UNIT NUMBER 3		
NORTHEAST	1/4 OF SECTION 17 AND PART OF THE	THE EAST 1/2 OF THE NO	RTHWEST 1/4
OF SECTION A	7, TOWNSHIP 35 NORTH, RANGE 13, CORDING TO THE PLAT THEREOF	EAST OF THE THIKD F FRECORDED OCTOBER	RINCIPAL 1 13. 1972 AS
	27, 83/99, IN COOK COUNTY, ILLINOI		
	Q _x		
₽.I M. 5±-17-20	4-017		
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	4-017		RECORDING \$29. TRAN 0983 03/26/93 10:02:00
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	17 CAKVIEW RD.	#8063 \$8063 COOK	TRAN 0983 03/26/93 10:02:00 4 メータスース25936
high has the address of	17 OAKVÆW RD. [Street]	. CBOK	TRAN 0983 03/26/93 10:02:00 4 メータスース25936
thich has the accress of	17 CAKVIEW RD.	MATTESON COOK	TRAN 0983 03/26/93 10:02:00 4 メータスース25936

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to rightgage, 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the deb, evidenced by the Note and any prepayment, late charges and other charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lander, on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds" is qual to one-twelfth or the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lander on the basis of assessments and bits and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.
- if Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrows, and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for the sums secured by this Mortgage.

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If the amount of the Funds 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 exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender, hav require.

Upon payment in full of all sums secured by this Mortgage, Londer 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, Londer shall apply, no later than immediately prior to the sale 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 Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrowei under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a iten which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower falls to pay any due and priority Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the form secured by the Security instrument on which interest shall accrue at the contract rate set forth in the Note.
- 5. Hazard Insurance. Bor, ower shall keep the improvements now existing or hereafter erected on the Property Insured against loss by fire, hazards included within thrifte m "extended 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 Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebiedriers, fees, 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 premisms paid for such insurance to the principal amount of the loan secured by this Security instrument on which interest shall any at the contract rate set forth in the Note. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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 prompily by Borrower.

If the Property is abendoned by Borrower, or if Borrower falls to respond to Lander within 30 days from the data notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for incurance benefits, Lander is authorized to collect and apply the insurance proceeds at Lender's option elitter to restoration or repair of the Prope ty or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condonifratins; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairs—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, Borrower's obligations under the declaration or con and its creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and ap committee contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property (Incluring vithout limitation), then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including masonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a position of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect unit such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such a mounts shall be payable upon notice from Lander to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.
- 8. Inspection. 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 Lander's interest in the Property.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any contemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to be rule; subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 16. Borrower Not Released; Forbearance 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 successor in interest of Borrower shall not operate to release, in any marrier, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or rafuse 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-algiers. 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-eigning 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 Lander 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.

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- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Barrower provided for in this Mongage shall be given by delivering it or by mailing such notion by certified mail addressed to Borrower at the Property Address or at aurols other eddress as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lander's address stated herein or to such other address as Lander may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have blien given to Borrower or Lender when given in the manner designated hemin
- 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 isosted. The toregoing sentence shall not limit the applicubility of Federal law to this Mortgage. In the event that any provision or places 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, "crate", "expenses" and "attorneys" tees" include all sums to the extent not prohibited by applicable law or limited
- 14. Berrower's Copy. Borrower shall be furnished a conformed clipy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 18. Schabilitation: Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair. or other took 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, maisrials or services in connection with improvements made to the Property.
- 18. Transfer of the Jump sty or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is solif or transferred and Borrower is not a natural person or persons but is a corporation, partnership, you're or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance aubordinate to this Security informant which does not relate to it transfer of rights of occupancy in the property, (b) the creation of a purchase markey security interest for household appliances (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or little grant of any least hit! Interest of three years or lete not containing an option to purchase, Lender may, at Lender's option, risolate all the autos secured by this S. cut. v instrument to be immediately due and payable.
- If Lander exercises such option to accurate Lander shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums ories to the expiration of such posted, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Larguer may consent to a sale or transfer it: (1) Borroy er cluses to be submitted to Lender information required by Lender to evaluate the transfered as it is new loan were being made to the transfered; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreemen (in his facurity instrument is acceptable; (3) interest will be payable on the sums secured by this Security instrument at a rate acceptable to Lei de; (4) changes in the terms of the Note and this Security instrument required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of ungaid interest to principal; and (5) the transferes signs an aslumption agreement that is acceptable to Lendar and that obligates the transferes 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 mesonial arise as a condition to Lender's consent to any sale or transfer.

However all continue to be obligated under the Note and this Security Institut is it unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and Lender further covenint and agrice // follows:

- eration; Remedies. Except as provided in paragraph 16 hereof, upon incrower's breach of any covenant or agreement of Borrower in thin Mortgage, including the covenants to pay when due any sums of Juried 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 k; (3) a date, not less than 10 days from the date the notice is malled to Borrower, by which such breach must be cured; and (4) that tallure to ours such breach on or before the date specified in the notice may result in appeleration of the sums secured by this etgage foreclosure by judicial proceeding, and sale of the Property. The notice shell further inform Borrower of the right to nsints after accoleration and the right to assert in the foreclusure proceeding the nonexistance of a default or any other defense of Sorrower to acceleration and foreclosure. If the breach is not cured on or before the date specifier in the notice, Lender, at Lunder's splion, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may alose 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 tive is porta.
- 18. Borrower's flight to Reinstate. Notwithstanding Lander's asseleration of the sums secured by this Mortgagi, dur 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 the entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lendor 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 or nit had in this Mortgage, and in enforcing Lander's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable anomeys' 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 Sorrower's obligation to pay the surns 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.
- 18. Accignment of Sents; 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 paregraph 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 pourt to enter upon, take possession or and manage the Property and to collect the rents of the Property including those past due. All rents lected 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 tees, premiums on receiver's bonds and reasonable attorneys' less, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

30. Suitemen. Upon payment of all surre secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shalf pay all costs of lifebridation, if any.

eights of homestead exemption in the Property 21. Walver of Hombateally Backowin hereby Willred

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22. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(e) were a part of this Mortgage. [Check applicable box(es)].

ĺ	; najustable Rate ("Ider	t] Condominium Rider	ł	1	1-4 Family Rider
ſ	j Planned Unit Development Rider	ł] Other(s) specify			
		AND FORE	OR NOTICE OF DEFAULT CLOSURE UNDER SUPERIOR ES OR DEEDS OF TRUST			
	0	MOHIGAGI	S ON DEEDS OF INOS			

Borrower and Lender request the colder 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, of any default under the superior encumbrance and of any sale or other followers action.

In Witness Whereof, Borrower has executed this hortgane

Nignature of NATHANIEL MOTTON, JR

And ANGIE L MOTTON

STATE OF Illinois, DUPAGE COUNTY 88:

I EVELYN E. CRAWFORD, a Notary Public in and for said county and state, do hereby cartify the NATHANIEL MOTTON, JR. AND ANGIE L. MOTTON, HIS WIFE, IN JOINT TENANCY personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23rd day of March, 1983.

Clarks

My Commission Expires:

Notary Public EVELYN E. CRAWFORD

OLD STONE CREDIT CORPORATION OF ILLINOIS

10 EAST 22ND STREET - STE 204

LOMBARD, ILLINOIS 60148

EVELYN E. CRAWFORD
Noticy Public States of States
My Conventions Express 2-20-47

Please return to: