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COOK COUNTY CONTRACTOR RECORDER JESSE WHITE SKOKIE OFFICE

05/17/93 0027 HCH 16114 RECORDIN N 31.00 MAILINGS 4 0.50 93386326 #

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#### MORTGAGE

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THIS MORTO	SAGE ("Security Instrument", is given on	May 14,			. 19	93
The Mortgagor/s)	Is (are) John W. Woods, a/k/n John	n Wesley Woods	and Kay	te M. Wood	ds n/k/n*	, whose
nddress(es) is (	is (are) John W. Woods, a/k/a John are) 10811 South Prospect Ave	. Chicago, Il	60643	<u> </u>	:::: <u>1</u>	
200.000(00) 10 (		. Τ	he Mortgag	or(s) is (are)	(collectively)	referred to
herein as "Borrow	ver." This Security instrument is given to	Centennial	Mortgage	Co.		
with its principal i	business offices at 9525 W. Bryn M	avr, Rosemont,	, IL 6001	8		
•	("Lender"). Borrower owes	ender the princi	pal sum of L	J. <b>S.</b> \$ 55,6	00.00	
This debt is evide	enced by Borrower's note dated the sar	me cate as this S	ecurity Insti	ument ("Not	e"), which pr	ovides for
monthly payment	s, with the full debt, if not paid earlier, du	e and payable on	June	19, 2008		
	. This Security Instrument secures to	Lender: (a) a e rep	payment of t	he debt evide	enced by the	Note, with
interest, and all re	enewals, extensions, and modifications;	(b) the payment o	of all other s	ums, with in	terest, advan	ced under
paragraph 7 to p	protect the security of this Security Inst	rument; and (c) *	he perform	ance of Bor	ower,e covo	nanta and
agreements unde	r this Security Instrument and the Note.	. For this purpos	e Porrower	does hereb	y mortgage,	grant and
convey to Lender	r the property located in <u>Cook</u>	County	illin dis and	i described l	n Exhibit A a	ttached to
this Security Insti	rument, which has the address of 10	0811 South Pro	DEFECT AV	e., Chicas	30, IL 606	43
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	litim n.i.e.					

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 Ir strument. All of the foregoing is referred to in this Security instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and now the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrance, or record. Borrower warrants and will defend generally the title to the Property against all claims and demands.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law and if required by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

ols First Mortgage Form - Fully Amort. (Rev. 3/92) 0600W-381.HAS

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If Lender requires the Funds to be paid, 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 if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid to Borrower, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give 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 pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the excrow items, shall exceed the amount required to pay the excrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the excrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 the Property is sold or acquired by Lender, Lender 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 Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to amounts payable under paragraph 2; second, to accrued interest; and third, in reduction of principal.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured of the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien the lien to lien the lien to the lien of the lien or ferfelture 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 determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the uctions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter eracted on the Property Insured against loss by fire, hazards included within the term "extended coverage and any other hazards for which Lender requires insurance. If all or any part of the Property is used for rental purposes, Borrower shall also maintain insurance against rent loss. The above 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 r standard mortgages clause in favor of Lender. 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 applicable metoration or repair is economically fessible and Lender's security is not lessened. If the restoration or repair is not economically fessible 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 prior to Borrower. If Lender has required immediate payment in full of all sums secured by this Security Instrument pursuant to paragraph 18, Lender may apply the insurance proceeds to the sums secured by this Security Instrument with the 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 the 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 paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing,

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,7. Protection of Lender's Rights in the Property; mortgage maurance. If Borrower falls to perform the dovernants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for 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 fien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Burrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other telding of any part of the Property, or for conveyance in fieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total ta's not of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not the rides with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender other rides 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 secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrowei or II, after 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, whether or rick 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 paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Valver. Extension of the time for payment or modification of amortization of the sums secured by this Security instrument grands 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 commonce 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 Borrower or Borrower's successors in interest. Any forbearance by Lender in exercisin 1 any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signer. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Ecrrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any for ower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortninge, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally abligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent, and without impairing the enforceability of this Security Instrument.
- 12. Loan Charges. If the loan secured by this Security instrument is subject to a law which self-maximum loan charges, and that law is finally interpreted so that the interest or other loan 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 amount 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 Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18.

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- 14. Notices. Any notice to forever provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class 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 paragraph.
- 15. Governing Law; Severability. This Security instrument shall be governed by federal 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 effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower acknowledges receipt of a conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. 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 secured by this Security Instrument. If Borrower fails 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.

- 18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement in this Security Instrument, or default under the Note, Lender may notify borrower of such breach, and may, at its option, 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 paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 19. Assignment of Leases. Borrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lander's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As user' in his paragraph 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assignr and transfers to lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower's chall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The example of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 20.

Any application of rents shall not cure or waive any default or invalidate any other right or remady of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidate any other rights or remades of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter 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, pursuant to paragraph 20 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, except that Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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BY SIGNING BELOW, Borrower a and in any rider(s) executed by Borro	war and recorded wit	h It.	. \0	$\sim$ 1	
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I, Samuel M Printorn	- Worky /				or said County and
State, do hereby certly that John W. Woods, his wife	woods, a/k/a Joh personally known	n Wesley Woo to me to be t	he same c	yce M. Wood erson(s) Whose	a. a/k/a Kayt. a name(a) is (are
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Please Record and Return to:	" OFFICI, MARY A	AL SEAL ". GLEASON STATE OF ILLINOIS	May 1		
	" OFFICI, MARY A	AL SEAL ". GLEASON STATE OF ILLINOIS CYPIRES 6/10/96	NOTAF	epared by: of M. EINHORN	
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The South 43 feet of Lot 150 in Willis M. Mitts Subdivision of the North West 1/4 of the South West 1/4 of Section 17 and a part of the North Bast 1/4 of the South East 1/4 of Section 18. Township 37 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois. P.I.N. 25-17-300-016 c/k/a 10811 S. Prospect Ave., Chicago, IL 60643

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