THIS MORTGAGE is made this $\pm 12 \, \mathrm{th}$. day of $\pm 100 \, \mathrm{Mpc}$ 19 94, between the James E. Morrison And Susan &. Morrison, His Wife Martallagor

(herein "Hornower"), and the Mortgages, Parsonal Finance Company

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Delaware, whose address to Anil W. Lincoln day. .. Olympia Finish. (4444) (herein "Gender")

WHEREAR, BUHHOWER in Indobind to London in the principal num of Eastly, Four Thougand, I've, Hundred, Killey Dollara, which indebtedmas to evidenced by florrower's note deterf 6 00/100

... (herein "Note"), providing for monthly installments of principal and interest, with the balance May 12 1994

of the indebtedness, if not sooner paid, due and payable on November 12, 1994 To Secure to Londer the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other aums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, future advances, and the per-

formance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to Londer

all rights under and by virtue of the homestead exemption laws of the State of _______ DWELLING: 1111 W. 115th St., Chloago, 11 60643 TAX IDENTIFICATION NUMBER: 25-20-401-006 LEGAL DESCRIPTION:

LOT 5 IN BLOCK 33 IN EREDERICK H. BARTLETT'S GREATER CALUMET SUBDIVISION OF CHICAGO, BEING PART OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, , attom .

ILLINOIS

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Together with all the improvements now or hare/iter erected on the property and all rents and all fixtures now or hareafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foragoing, to aller with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully selzed (I the estate hereby conveyed and has the right to mortgage, grant and convey the Property that the Property is unencumbered, and that Torrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easier into crestrictions field in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Londer covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of and interest 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 accured by this Mortgage.

2. Unless applicable law provides otherwise, altipay earls acceived by Lender under the Note and paragragh 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal or the Note, and then to interest and principal on any

future advances.

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

attain a priority over this Mortgage by making payment, when due, directly to the payer, the eof.

4. Borrower shall keep the improvements now existing or hereafter erected on the P operty insured against loss by fire, hazard 4. Borrower shall keep the improvements now existing or neteatier arected on the Ploperty insured against loss by fire, nazards as Lender may require. The insurance carrier providing the Insurance shall be chosen by 3 orrower subject to approval by Lunder, provided, that such approval shall not be unreasonably withheld. All insurance policies and mineral shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable. Lender.

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

6. If Borrower fails to perfrom the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, rectuding, but not limited to mineral domain, insolvency, code

commenced which materially affects Lenders interest in the Property, including, but not limited to, minent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Leider's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Linder's interest, including, but not limited to, disbursement of reasonable altorneys less and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be future givences secured by this Morrgage Unless Borrower and Lender agree to other turns of payment, such amounts shall be payable upon control from Lender to Borrower requesting payment thereof, and shall bear Interest at such rate mounts about the rate payable from time on outstanding enterings.

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 paragraph 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

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 postpone 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 Borrower'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'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 laxes 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.

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.

successors and assigns of Lender and Borrower.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address of at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower. as provided herein.

14. This Mortgage shall be governed by the laws of the State where the Property is located.

15 Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after records. tion hereof.