THIS MORTGAGE is made this 8th day of July Mortgagor Ronnie Thompson and Renez Thompson, his wife (herein "Borrower"), and the Mortgagee, Personao Finance Company a corporation organized and existing under the laws of the State of Delaware, whose address is 3612 W. Lincoln Highway Olympia Fields, IL 60461 94601147 (herein "Lander"). WHEREAS, BORROWER is indebted to Lender in the principal sum of Thirty Thousand & 00/100 Dollars, which indebtodness is evidenced by Borrower's note dated July 8, 1994 (herein "Note"), providing for monthly installments of principal and interest; with the balance of the indebtedness, if not sconer paid, due and payable on January 8, 1995 To Secure to Lender the repayment of the indebtedness evidenced by the Note, with Interest therein, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, luture edvances, and the per-

formance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgaga, warrant, grant and convey to Lender the following described are party located in the Courty of Cook, State of 1111note, hereby releasing and walving

all rights under and by vivue of the homestoad exemption laws of the State of 1,111,0018 DWELLING: 4 Aprent Park Forest, 11 60466 TAX IDENTIFICATION COMBER: 32-30-204-036 LEGAL DESCRIPTION:

LOT 35 IN BLOCK 3 IN VILLAGE OF PARK FOREST AVENUE AREA NUMBER 1, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH RIGHT OF MAY LINE OF THE ELGIN, JULIET AND EASTERN RAILROAD ALL IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OF COOK COUNTY, ILLINOIS.

Together with all the improvements now or terrafter erected on the property and all rents and all fixtures now or hereafter 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 foregoing counter with said property are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that corrower will warrant and delend generally the title to the Property against all claims and demands, subject to any declarations, easen ents or restrictions listed 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 and Lender 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 secured by this Monigage.

2. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragiagh 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, lines and impositions attributable to the Property which may

attain a priority over this Mortgage by malling payment, when due, directly to the parae thereof.

4. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards 4. Borrower shall keep the improvements now existing or hereafter erected in the Property insured against loss by life, hazards as Lender may require and in such amounts and for such other hazards as Lender may require and in such amounts and for such as Lender may require. The insurance carrier providing the insurance shall be choser to Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and conswals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable.

5. Borrower shall keep the Property in good repair and shall not commit waste or permit in pairment 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, including, but not limited to eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to disbursement of reasonable altorney's less and entry upon the Property to make repairs.

but not limited to, distursement of reasonable attorney's less and entry upon the Property to make repairs.

Any amounts distursed by Lender pursuant to this paragraph 8 with interest thereon, shall be future advances secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to 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 disbursement 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 paragraph 6 shall require Lender to incur any expense or take any action hareunder.

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 passonable cause therefor related to Lender's interest in the Property.

8. The procesus of any award or claim for dainages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for powerly in tieu of condemnation, are hereby assigned and shall be paid to Lender. Unless otherwise agreed by Lender in writing the species shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

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; 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 cranted 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 and Borrower's successors in interest.

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 texes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness section by this Mortgage.

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy unteresting or altered by law or equity, and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein contained shall hind and the rights hereunder shall income logs the respective

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 the such other address as Borrower may designate by notice to Lender as provided horein, 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 recorda-

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due any sums secured by this Mo trans. entred to cur, and it c. Borrower in the flor and including the covenants to pay when set to a chiefer long to the mail notice to be sown as provided in paragraph 13 hereot could be cur, and it prace; (it is do not be a than 30 days from the date the notice is specifying: (1) the preach; (2) the action regarded to cure such and (4) that failure to cure such breach on or before the date specified in the notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding. Internative snail turriner inform isorrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure, if the bleach is not cured on or before the date specified in the notice, Lender at Lender's option may delicate all of the surns secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable afformey's fees, and costs of documentary evidence, abstracts and little reports. 17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a progress enforce 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) Spriower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in puragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the fien of this Mortgage. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unlinpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as it no acceleration had occurred.

18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower. shall, prior to acceleration under paragraph 16 hereof or abandenment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 tereof or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, 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 runs. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collect on of rents, including, but not limited to receiver's less, premiums on receiver's bonds and reasonable attorney's fees, and then to the secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually 19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all cos s of recordation, it any.

20. Borrower herray waives all right of homestead exemption in the Property 21. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent Lender may, at its option, require im neclate payment in full of all sums secured by the Deed of Trust. This option shall not be exercised if the exercise of the option is proposed by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration and Borrower shall here 30 days from the date that notice is delivered within which Borrower may pay all sums secured by this Mortgage. If Borrower fails to pry these sums prior to the expiration of this period, Lender may myoke any remedies permitted by this Mortgage and applicable law without further notice to the Borrower.

22. Lender's Call Option. During this thirty day period beginning on a date. N/A years from the date of the Note, Lender shall have the option to require payment in full of the sums secured by this Lender. If Lender elects to exercise this call option, notice of such effection shall be given to Borrower who shall pay all such sums to Lender on the payment date specified in the notice, which date shall be at least 60 days from the date of mailing. If Borrower fails to pay such sums when due, Lender may invoke any remedies permitted by this Mortgage.

IN WITNESS WHEREOF, Borrower has elecuted this Mortgage. This instrument was prepared by: Kristine Franks (NAME) ISIGNATURE OF BORROWER RODITLE Thompson HAME OF BORROWERS 3612 W. Lincoln Hwy. Olympia Fields, IL (ADDRESS) ISIGNATURE OF BURROWER lence Thompson (Typed of Phinted NAME OF BORNOWER) ACKNOW'L SOGMENT COUNTY OF Cook I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Ronnie Thompson.... and Renee Thompson, his wife person whose name(s) are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they. signed, scaled and dollvered the said instrument as their own free and voluntary act for the uses and purposes therein set forth, including the release and walver of the right of homestead. Given under my hand and Notarial Seal this 8th, day of July BIGNATURE OF NOTARY PUBLIC My County of Residence Crop & DR PRINTED NAME OF NOTARY PUBLIC My Commission Expires _ Continued to "GETTOTAL STATE TRACY NEMEC Natary Public. State of 1% My Commission Expline #17/87 \$23.50 \$0014 TRAN 2147 07/11/94 14:07:00 \$4479 \$ AR *-94-6011447 COOK COUNTY RECORDER

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