

# REAL ESTATE MORTGAGE UNOFFICIAL COPY

94624549

**ORIGINAL**

THIS MORTGAGE is made this 1st day of July,  
Mortgagor, Marvin A. McNeill, married to Vernice McNeill,

1994, between the

(herein "Borrower"), and the Mortgagee, Personal Finance Company,  
a corporation organized and existing under the laws of the State of  
Delaware, whose address is 3612 W. Lincoln Hwy., Olympia Fields, IL 60461  
(herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of One Hundred Fourteen Thousand & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 1994 (herein "Note"), providing for monthly installments of principal and interest, with the balance

To Secure to Lender the repayment of the Indebtedness evidenced by the Note, with Interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, future advances, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of Cook, State of Illinois, hereby releasing and waiving

DWELLING: x6481xxx8x0xx8x8hd0gxx8x8x8062\* 6820 South Elizabeth Chicago,  
TAX IDENTIFICATION NUMBER: 20+20-314-028 20-20-314-028

LOT 241 IN WEDDELL AND COX'S ADDITION TO ENGLEWOOD, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN YOKE COUNTY, ILLINOIS

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 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, together with said property are herein referred to as the "Property".

**Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements 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 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 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 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 payee 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 "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. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee 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 the affaint or deterioration of the Property.**  
**6. If Borrower fails to perform 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 attorney's fees and costs, when the Property to make repair.**

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 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 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 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 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 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 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

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 or 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.

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 recordation hereof.

# UNOFFICIAL COPY

16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, no less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums 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 attorney's fees, and costs of documentary evidence, abstracts and title 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 judgment enforcing this Mortgage if: (a) Borrower pays Lender 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 contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 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 lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums 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. 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 abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof 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 due. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Borrower hereby 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 immediate 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 prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration and Borrower shall have 30 days from the date that notice is delivered within which Borrower may pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage and applicable law without further notice to the Borrower.

22. Lender's Call Option. During the thirty day period beginning on a date \_\_\_\_\_ 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 election 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.

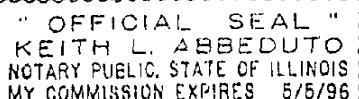
IN WITNESS WHEREOF, Borrower has executed this Mortgage.

This instrument was prepared by:

Kristine Franks

(NAME)

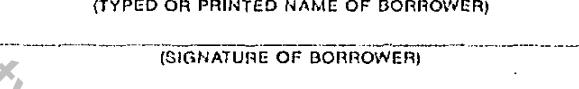
3612 W. Lincoln Hwy. Olympia Fields, IL 60461  
(ADDRESS)



  
(SIGNATURE OF BORROWER)

Marvin A. McNeil

(TYPED OR PRINTED NAME OF BORROWER)

  
(SIGNATURE OF BORROWER)

(TYPED OR PRINTED NAME OF BORROWER)

STATE OF Illinois) ss:  
COUNTY OF Cook)

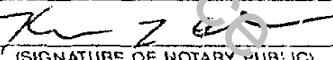
## ACKNOWLEDGMENT

I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Marvin A. McNeil,  
married to Vernice McNeil personally known to me to be the same person whose  
name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he  
signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 1st day of July A.D. 1994

My County of Residence COOK

My Commission Expires 5-5-96

  
(SIGNATURE OF NOTARY PUBLIC)

Keith L. Abbedito  
(TYPED OR PRINTED NAME OF NOTARY PUBLIC)

MAIL TO:

MAIL TO:  
REC.  
P.O. BOX 186  
OLYMPIA FIELDS, IL 60461

BUL 333-CTI

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94 JUL 18 PM 2:36

94624549

94624549  
MORTGAGE

ORIGINAL

**REAL ESTATE MORTGAGE** 94624550  
**UNOFFICIAL COPY**

THIS MORTGAGE is made this 1st day of July, 1994, between the  
Mortgagor Marvin A. McNeil, married to Vernice McNeil  
(herein "Borrower"), and the Mortgagee, Personal Finance Company,  
a corporation organized and existing under the laws of the State of  
Delaware, whose address is 3612 W. Lincoln Hwy., Olympian Fields, IL 60461  
(herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of One Hundred Fourteen Thousand & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated July 1, 1994 (herein "Note"), providing for monthly installments of principal and interest, with the balance

of the indebtedness, if not sooner paid, due and payable on January 1, 1995

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other

sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, future advances, and the performance of the covenants and agreements of Borrower herein contained. Borrower does hereby mortgage, warrant, grant and convey to Lender

**Performance of the covenants and agreements by Borrower:** Notwithstanding anything contained in this Note, if at any time during the term of this Note, the Borrower fails to perform any of the covenants or agreements contained in this Note, or fails to pay any amount due hereunder when due, the Lender may, at its option, declare all or any part of the principal amount outstanding hereunder to be immediately due and payable.

**the following described property located in the County of Cook, State of ILLINOIS, hereby releasing and waiving**

all rights under and by virtue of the homestead exemption laws of the State of Illinois

DWELLING: ~~XXXXXX-XXXX-XXXX-XXXX-XXXX~~ 6452 South Justine, Chicago, IL  
TAX IDENTIFICATION NUMBER: ~~20-20-306-999~~ 20-20-108-044  
LEGAL DESCRIPTION: *mmp*

LOT 27 IN BLOCK 5 IN DANIEL GOODWIN'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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 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, together with said property are herein referred to as the "Property".

**Borrower covenants** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements 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 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 Mortgage.

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

attain a priority over this Mortgage by making payment, when due, directly to the payee 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 "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. All Insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender.

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

6. If Borrower fails to perform 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 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 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 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 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 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 or 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 expenses 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.

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.

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 or 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 recordation hereof.

# UNOFFICIAL COPY

16. Upon Borrower's breach of any covenant or agreement of Borrower by this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender after notice of acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the period required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums 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 attorney's fees, and costs of documentary evidence, abstracts and title 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 judgment enforcing this Mortgage if: (a) Borrower pays Lender 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 contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 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 lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums 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. 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 abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof 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 due. All 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 attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Borrower hereby 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 immediate 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 prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration and Borrower shall have 30 days from the date that notice is delivered within which Borrower may pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage and applicable law without further notice to the Borrower.

22. Lender's Call Option. During the thirty day period beginning on a date \_\_\_\_\_ 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 election 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 executed this Mortgage.

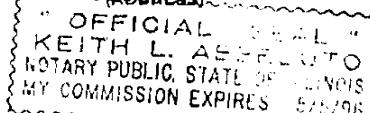
This instrument was prepared by:

Kristine Franks

(NAME)

3612 W. Lincoln Hwy. Olympia Fields, IL 60461

(ADDRESS)

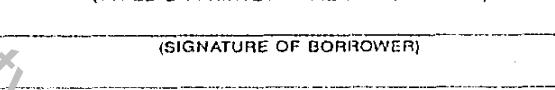


STATE OF Illinois)  
COUNTY OF Cook) ss:

  
(SIGNATURE OF BORROWER)

Marvin A. McNeil

(TYPED OR PRINTED NAME OF BORROWER)

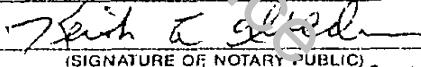
  
(SIGNATURE OF BORROWER)

(TYPED OR PRINTED NAME OF BORROWER)

ACKNOWLEDGMENT  
I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Marvin A. McNeil,  
married to Vernice McNeil personally known to me to be the same person whose  
name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he  
signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set  
forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 1st day of July A.D., 1994.

My County of Residence COOK

  
(SIGNATURE OF NOTARY PUBLIC)

My Commission Expires 5-5-96

Keith L. Abell  
(TYPED OR PRINTED NAME OF NOTARY PUBLIC)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94 JUL 18 PM 2:36

94624550

to

BOX 333-CTI

MAIL TO:

MAIL TO:  
P.C.C.

P.O. BOX 186  
OLYMPIA FIELDS, IL 60461

94624550  
MORTGAGE

94624549

**UNOFFICIAL COPY**

1. Borrower shall pay the principal amount of the Note and interest thereon in monthly installments of \$1,000.00 plus interest at the rate of 12% per annum, until the entire principal amount and all accrued interest thereon have been paid in full. The Note is dated January 1, 2010 and matures January 1, 2012. The Note is payable in full on January 1, 2012 or earlier if the principal amount and all accrued interest thereon have been paid in full. The Note is non-negotiable and non-transferable.

2. Borrower shall pay the principal amount of the Note and interest thereon in monthly installments of \$1,000.00 plus interest at the rate of 12% per annum, until the entire principal amount and all accrued interest thereon have been paid in full. The Note is dated January 1, 2010 and matures January 1, 2012. The Note is payable in full on January 1, 2012 or earlier if the principal amount and all accrued interest thereon have been paid in full. The Note is non-negotiable and non-transferable.

3. Borrower shall pay the principal amount of the Note and interest thereon in monthly installments of \$1,000.00 plus interest at the rate of 12% per annum, until the entire principal amount and all accrued interest thereon have been paid in full. The Note is dated January 1, 2010 and matures January 1, 2012. The Note is payable in full on January 1, 2012 or earlier if the principal amount and all accrued interest thereon have been paid in full. The Note is non-negotiable and non-transferable.

4. Borrower shall keep the improvements now existing hereafter intact and on the Property insured against loss by fire, hazards included within the term, extended coverage, and such other hazards 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 interfere with the Note.

5. Borrower shall include a standard mortgagee clause in favor of and in form acceptable to Lender.

6. If Borrower fails to perform the principal amount of the Note and interest thereon in monthly installments of \$1,000.00 plus interest at the rate of 12% per annum, until the entire principal amount and all accrued interest thereon have been paid in full, the Note shall be declared due and payable by Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender.

7. Lender may make a cause to be made reasonable and necessary upon and in addition to the principal amount of the Note.

8. The proceeds of any award or claim for damages, directly or consequential, in connection with any condemnation of other property or otherwise, or for any damage to the Note or the property described therein, shall be paid to Lender, less amounts taken by Lender prior to payment of the Note or any award or claim for damages, directly or consequential, in connection with any condemnation of other property or otherwise, or for any damage to the Note or the property described therein.

9. Execution of the Note shall not be required to make reasonable and necessary amounts paid to Lender prior to payment of the Note or any award or claim for damages, directly or consequential, in connection with any condemnation of other property or otherwise, or for any damage to the Note or the property described therein.

10. Any borrower who exercises his right of remedy hereby reunder, or otherwise acquires title to the property described by either of the two mortgages by reason of foreclosure in exercise of any right of remedy, shall not be liable to Lender for taxes or other charges by Lender not paid by him in the exercise of his rights under either of the two mortgages.

11. All remedies provided in this Mortgage are cumulative and no right to Lender to demand payment of taxes or other charges by Lender shall be denied by Lender's failure to exercise his rights under either of the two mortgages.

12. The conveyances and assignments under this instrument shall bind and the representations and warranties hereto contained shall bind to Borrower and his successors and assigns for any purpose.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Note shall be given by mailing such notice to Borrower at his address set forth in the Note, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Borrower's address as set forth in the Note, or to such other address as Lender may designate by notice to Borrower.

14. This Mortgage shall be governed by the laws of the State where it was executed and construed according to the law of the state of which it was executed.

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 all improvements and alterations thereto, shall be deemed to be and remain a part of the property covered by this Mortgage, all of the foregoing together with hereby conveyed to us the "Property".  
Borrower covenants that the Property is unencumbered, and that Borrower will defend generally the title to the Property against all claims and demands, subject to any encumbrances that Borrower will be liable to pay or satisfy in respect of the fixtures or improvements listed in a schedule of encumbrances held in the office of the recorder of deeds of the county where the property is situated to the satisfaction of the lender.  
Borrower covenants that the Property is lawfully situated in the state of New Jersey, and that Borrower will warrant and defend generally the title to the property against all persons.  
Coverage of the Property is limited to any encumbrances that Borrower will hereby convey to us the right to mortgage, grant and assign all or any part of the property, and to any other rights and powers which may be given to us by law.  
Borrower and Lender covenant and agree as follows:  
1. Borrower shall promptly pay when due the principal, interest and expenses of the indebtedness evidenced by the Note, together with all taxes, assessments and other charges, and shall pay over to the Lender under the Note and pay over to the Noteholder any amount paid by Lender in respect of the Note.  
2. Unless applicable law prohibits otherwise, all payments received by Lender under the Note and payover 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 other debt or obligation of the Noteholder.  
3. Borrower shall pay all taxes, assessments and other charges, unless and to the extent that the property which may be subject to any lien or charge, is subject to a tax or assessment, or to any other liability, and unless and to the extent that the property is subject to any other debt or obligation.

LOT 241 IN MEDFIELD AND COX'S ADDITION TO ENGLEWOOD, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

20-20-314-028 NUMBER; 20-20-314-028X DESCRIPTION; LEGAL DESCRIPTION:

Dollars, which indefinitely increases is evidenced by bondholders' note dated July 1, 1994 (herein "Note"), providing for monthly installments of principal and interest, with the balance

WHEREAS, BORROWER is indebted to LENDER in the principal sum of One Hundred Fourteen Thousand \$ 00/100

*R. G.* Delaware, whose address is 3612 W. Lincoln Hwy. Olympia Fields, IL 60461  
"herein," "leader,"

(herein "Borrower"), and the Mortgagee, Personat Finance Company  
a corporation organized and existing under the laws of the State of

THIS MORTGAGE IS MADE THIS 1st day of July  
FOR THE USE AND BENEFIT OF MARY E. MCNEIL,  
RELEASING JOHN A. MCNEIL, MARITIED TO MARY E. MCNEIL

ALTAIR DESIGN WORKS INC. 1994

REAL ESTATE MORTGAGE 94624549

# UNOFFICIAL COPY

94624549  
MORTGAGE

94824549

94 JUL 18 PM 2:35  
FILED FOR RECORD  
COOK COUNTY, ILLINOIS

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**MAIL TO:**  
PFC  
P.O. BOX 1866  
OLYMPIA FIELDS, IL 60461

MAIL TO:  
My County of Residence  
My Commision Expires  
When ever you need it

(NAME) MARVIN A. MCNEIL		(ADDRESS) 3612 W. YMCA RD., OLYMPIA HEIGHTS, IL 60461
(TYPE OF BORROWER) (SIGNATURE OF BORROWER)		(TYPE OF BORROWER) (SIGNATURE OF BORROWER)
(TYPE OF BORROWER) (SIGNATURE OF BORROWER)		(TYPE OF BORROWER) (SIGNATURE OF BORROWER)
ACKNOWLEDGMENT		STATE OF ILLINOIS NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXPIRES 6/6/96 OFFICIAL SEAL KEITH L. ABSHEDUTU NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/6/96 JUNTY OF CAAK ss:
TE OF ILLINOIS MARTIN A. MCNEIL, a Notary Public, in and for the said county in the state aforesaid hereby certify that Marvin A. MCNEIL, subscriber to the foregoing instrument as his own free and voluntary act, for the uses and purposes herein set forth, including the delivery of the said instrument as sealed and delivered to the same person whom he acknowledged that he		
Given under my hand and Notarial Seal this last day of July AD, 1994		
My County of Residence CAAK		
My Commission Expires 5-5-96		
(TYPE OR PRINTED NAME OF NOTARY PUBLIC) (SIGNATURE OF NOTARY PUBLIC)		
(TYPE OR PRINTED NAME OF NOTARY PUBLIC) (SIGNATURE OF NOTARY PUBLIC)		

17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage to entity of a judgment shall have the right to have any proceedings begun by Lender to enforce this Mortgage before it has been due under this Mortgage.

(b) Borrower causes all breaches of any covenants contained in this Mortgage to be at his expense repaired by Lender in enforcement of the covenants and agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in recovering Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in repairing Lender's damages as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees, and (e) Borrower pays all reasonable expenses incurred by Lender in repairing the damage caused by Borrower's default in this Mortgage and in accelerating Lender's rights to payment of the sums secured by this Mortgage.

18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to entry upon, take possession of any period of redemption following paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration of the Property, Lender may collect and retain such rents as they become due and payable, provided that Lender has given notice to Borrower of his intent to collect and retain such rents.

19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower, excepted, if any, paid all costs of recording, if any.

20. Borrower shall pay all rights of homestead established by the Property.

21. All other property or any interest in it is sold or transferred without Lender's prior written consent Lender may exercise its option to buy back the property or any interest in it within 30 days from the date of delivery of this option, unless this option is delivered by Lender to Borrower within which date shall be at least 30 days from the date of such sums to Lender or the party liable to pay such sums when due.

22. Lender's Capital Option, during the thirty day period beginning on a date

which have the option to require Lender to pay all such sums to Lender to exercise its option to pay all such sums to Lender or the party liable to pay such sums when due.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

This instrument was prepared by

16. Upon Borrower's failure to pay when due any sums secured by this Mortgagage, Lender prior to acceleration shall notify to Borrower as provided in Paragraph 16 the date when due any sum of money or agreement of Borrower to accelerate, including the convenants to pay when due any sum of money or agreement of Borrower to accelerate, which such breach must be cured; and if (a) notice to cure such breach on or before the date when due the notice is mailed to Borrower by mail, (b) the action taken to cure such breach fails to cure such breach, (c) the action taken to cure such breach less than 30 days from the date the notice is mailed to Borrower by mail, or (d) the action taken to cure such breach fails to cure such breach, Lender shall have the right to foreclose upon the property securing the obligation.