



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, 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.

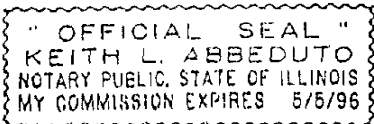
This instrument was prepared by:

Kristine Franks  
(NAME)

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

[Signature]  
(SIGNATURE OF BORROWER)

Marvin A. McNeil  
(TYPED OR PRINTED NAME OF BORROWER)



\_\_\_\_\_  
(SIGNATURE OF BORROWER)

\_\_\_\_\_  
(TYPED OR PRINTED NAME OF BORROWER)

STATE OF Illinois )  
COUNTY OF Cook ) ss:

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]  
(SIGNATURE OF NOTARY PUBLIC)

My Commission Expires 5-5-96

KEITH L. ABBEDUTO  
(TYPED OR PRINTED NAME OF NOTARY PUBLIC)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

24 JUL 18 PM 2:36

94624549

MAIL TO:

BOX 333-CT1

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

94624549  
MORTGAGE



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's remedies shall include the right to accelerate the sums secured by this Mortgage as provided in paragraph 13 hereof specifying: (1) the breach; (2) the remedies 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.

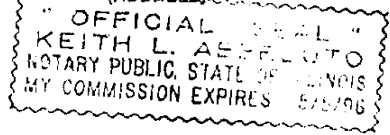
21. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by the Deed of Trust. This option shall not be exercised if the exercise of the option is prohibited 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)



[Signature]  
(SIGNATURE OF BORROWER)  
Marvin A. McNeil  
(TYPED OR PRINTED NAME OF BORROWER)

[Signature]  
(SIGNATURE OF BORROWER)  
[Name]  
(TYPED OR PRINTED NAME OF BORROWER)

STATE OF Illinois )  
COUNTY OF Cook ) ss:

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]  
(SIGNATURE OF NOTARY PUBLIC)  
KEITH L. ASPRENTO  
(TYPED OR PRINTED NAME OF NOTARY PUBLIC)

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94 JUL 18 PM 2:36

94624550

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

BOX 333-CT1

94624550  
MORTGAGE



94624549

MORTGAGE

94624549

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
9th JUL 18 PM 2:35

Box 333-CTI

MAIL TO:

MAIL TO:  
P.F.C.  
P.O. BOX 166  
OLYMPIA FIELDS, IL 60461

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 1994

My County of Residence \_\_\_\_\_

My Commission Expires \_\_\_\_\_

(SIGNATURE OF NOTARY PUBLIC) \_\_\_\_\_

(TYPED OR PRINTED NAME OF NOTARY PUBLIC) \_\_\_\_\_

ACKNOWLEDGMENT

ss: \_\_\_\_\_

COUNTY OF \_\_\_\_\_

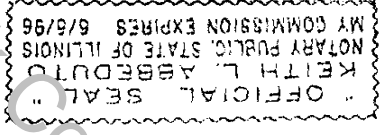
STATE OF \_\_\_\_\_

(SIGNATURE OF BORROWER) \_\_\_\_\_

(TYPED OR PRINTED NAME OF BORROWER) \_\_\_\_\_

(SIGNATURE OF BORROWER) \_\_\_\_\_

(TYPED OR PRINTED NAME OF BORROWER) \_\_\_\_\_



(NAME) Kristine Franks

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

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This instrument was prepared by \_\_\_\_\_