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DEPT-01 RECORDING \$27.50  
T#0012 TRAN /994 08/03/94 11:01:00  
#8613 # 5K \*-94-685652  
COOK COUNTY RECORDER

GI-15-14 050 (8/90)

This instrument was prepared by

(Name)

(Address)

**MORTGAGE**

THIS MORTGAGE is made this 9<sup>th</sup> day of July, 1994,  
between the Mortgagor, JANICE D SIMS RICHARD SIMS STANLEY SIMS PATRICIA SIMS  
herein "Borrower", and the Mortgagee, MID CITY LUMBER & SUPPLY CO.,  
a Corporation organized and existing under the laws of Illinois  
whose address is: 3525 W. PATTERSON, CHICAGO, IL 60659 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 6564.80  
which indebtedness is evidenced by Borrower's note dated June 10, 1994 and extensions and renewals  
thereof therein "Note", providing for monthly installments of principal and interest, with the balance of indebtedness,  
if not sooner paid, due and payable on Approximately 48 months from disbursement date

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, and  
the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant  
and convey to Lender the following described property located in the County of COOK, State of  
Illinois.

**LOT THIRTY FIVE (35) IN BLOCK FIFTY THREE (53) IN S. E. GROSS' THIRD  
ADDITION TO DAUPHIN PARK, BEING A SUBDIVISION OF THE SOUTH HALF (1/2)  
OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF  
SECTION 3, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.  
PIN #25-03-410-034**

which has the address of 620 E 92nd PL Chicago  
(Street) (City)  
Illinois 60619 (Post Office)  
(Post Office) (State)

Together with all the improvements now or hereafter erected on the property, and all easements, rights,  
appurtenance, and rents, all of which 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 (or the leasehold estate if this Mortgage is on a leasehold) are  
hereinafter 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, and that the Property is unencumbered, except for encumbrances of record. Borrower  
covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,  
subject to encumbrances of record.

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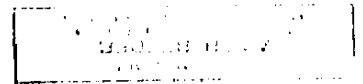
2730  
59

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Home Improvement Department  
SUITE 610 331 KENNEDY STREET  
ST. PAUL, MN 55101  
Prepared by and Return to  
GREEN TREE FINANCIAL CORP.

(Space Below This Line Reserved for Lender and Borrower)

Property of Cook County Clerk's Office



My Comm. Expires

I, the undersigned, do hereby certify that

the foregoing instrument was duly executed and acknowledged before me by the person or persons whose names are subscribed to the foregoing instrument, and I hereby certify that the same person or persons are the same person or persons who appeared before me this day in person, and acknowledged that they have voluntarily and for the uses and purposes herein set forth.

STATE OF ILLINOIS

Cook

County

Stanley Sims

Richard Sims

Patricia Sims

James D Sims

Borrower

Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under this Mortgage and of any sale or other foreclosure action.

MORTGAGES OR DEEDS OF TRUST

REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE NOTICE PERIOD

20. Release: Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording of any  
21. Waiver of Homestead: Borrower hereby waives all right of homestead exemption in the Property

2005-09-05

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage issued 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. 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** 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 delivering it or 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 to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, 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 give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 nonexistence 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 its expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 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 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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 Mortgage. The receiver shall be liable to

Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph (c) with interest thereon at the Note rate, shall become additional indebtedness of Borrower 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.

[illegible]

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

5. Hazard Insurance: Borrower shall keep the improvements now existing or hereafter erected on the Property (including improvements) insured against fire and theft by a company or companies approved by Lender and shall pay the cost of such insurance. Borrower shall pay or cause to be paid all taxes, assessments, and charges that may become payable to the Property which may attach a priority over the Mortgage and bonded payments of ground rent, if any.

1. The Property is sold "AS IS" without any warranty, expressed or implied, and the Buyer shall promptly defend and hold the Seller harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, that may be asserted against or incurred by the Seller in connection with the sale of the Property, whether or not such claims, damages, losses, and expenses are caused in whole or in part by the negligence of the Seller.

[illegible]

Property, if any, shall be free of any debt, including any mortgage, lien, or other security interest, and shall be free of any and all other encumbrances, including any lease, license, or other right. The Borrower shall be responsible for obtaining title insurance, and shall provide a copy of the title insurance policy to the Lender. The Borrower shall be responsible for obtaining a copy of the title insurance policy, and shall provide a copy of the title insurance policy to the Lender. The Borrower shall be responsible for obtaining a copy of the title insurance policy, and shall provide a copy of the title insurance policy to the Lender.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest