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COOK COUNTY RECORDER

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MORTGAGE

HUSBAND AND WIFE, AS JOINT IS LANTS

AND HARGARET WILLIAMS

("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC.

its successors and/or assigns, a

250 E. CARPENTER FRWY

corporation, whose address is IRVING, TEXAS 75062

Borrower owes Lander the principal sum of SEVENTY SIX THOUSAND THREE HUNDRED FIFT, THREE DOLLARS AND NINETY SIX CENTS. ---- dollars (U.S. \$ 76,353.86) This debt is evidenced by Borrover's Note dated the ser or late as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 09/06/01. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and mox. Incations: (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Derrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and control to tender the following described property located in County, Illinois:

LOT 519 IN MATTESON HIGHLANDS UNIT NO 3, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

which has the address of 944 S. ACADEMY AVENUE MATTESON, IL 60443

"Pr puriy Address"); PIN: 31-22-105-014

TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or heler to a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby convoyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for current taxes. Borrower warrants and will defend generally the title to the Property against all claims and domands.

1. Payment of Principal and Interest: Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied:

first, to late charges due under the Note; second, to interest due; and fast, to principal due.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attribitable to the Property which may attain priority over this Security Instrument, and leasifield payments or ground rents, it any. Borrower shall pay on time directly to the person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrowe. In a receipt writing to the payment of the obligation secured by the lian in a manner acceptable to Lender; (b) contasts in good faith the lien by, or defends "gai" at anforcement of the lian in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lian or forfeiture of any part of "ne "reporty; or (c) secures from the holder of the lien an agreement satisfactory to Lander subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identificant to finn. Borrower shall satisfy the finn or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard Insurance. 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 any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld

All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage cliuse, Londer shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lander may make proof of loss if not made promptly by Borrower

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments if under paragraph 20 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of

the sums secured by this Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property; Leaseholds, Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lion which has priority over this Security Instrument, appearing in court,

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make repairs. Although Lander may take action under this paragraph, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection

B. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

to the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excuss paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the flur market value of the Property immediately before the taking. Any belance whalf be paid to the

If the Property is abandoned by Borrower, or if, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrowar fails to respond to Lender within 30 days after the date this notice is given, Lender is authorized to collect and apply the proceeds,

at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lander and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due dute of

the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbestance By Lender Not a Walver. Extension of the time for payment or modification of emortization of the sums secured by this Security Instrument granted by Lunder to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's auccessors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or formedy shall not be a weiver of or preclude the exercise of any right or some dy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 10. Borrower's covenants and agreements shall be joint and several. Any lorrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and construction only to mortgage, grant and construction of the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this faculty Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any

accommodations with regard to our or us of this Security Instrument or the Note without that Borrower's consent.

11. Coan Charges. If the low received by this Security Instrument is subject to a low which sets maximum loan charges, and that law is finally interpreted so that the interest or other to in charges collected or to be collected in connection with the loan exceed the permitted limits; then: (a) any such four charge shall be reduced by the arrount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower, which exceeded permitted limits will be refused to Borrower. Cender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment.

12. Legislation Affecting Lender's Right i. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according of its terms, Lander, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. If Londer exercises this option, Lender shall take the stops specified in the

ascond paragraph of paragraph 16.

- 13, Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class muit unless applicable law requires use of another method. The job se shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lander shall be given by first class mail to Lender's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrumen, shill be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14, Governing Law; Severability, This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Institution or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Institution or the Note which one be given (flect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

15, Barrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower, is 2' 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 Lander's prior written consent, Lander may, at its option, require immediate payment in full of all sums secured by this Security Instrumer t. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

- If Lender exercises this option, Lender shall give Borrower notice of accoleration. 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 surns secure up this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security instrument without further notice or demand on Borrower.

 17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as appliciable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry or, requirement, and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing, the Security Instrument, including, but not limited. to, reasonable atterneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Agreement, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by florrower, this Security Instrument and the obligation secured hereby shall remain fully affective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.
- 18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with thir Seculity Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") (at collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 abov: or I applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any 1.2 indous Substances on or in the Property, Barrower shall not do, nor allow anyone also to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally

recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, domand, fawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "flazardous Substances" are these substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the

- jurisdiction where the Property is located that relate to health, safety or environmental protection.

 20. Acceleration: Remedies, Lunder shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, 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 default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further domand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' lees and costs of title evidence.
- 21, Lander in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redamption 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. Any rents collected by Lender or the receiver shall be applied

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first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's feas, premiums on receiver's bonds and reasonable atterneys' feas, and then to the sums secured by this Security Instrument.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to

Borrower, Borrower shall pay any recordation costs.

23. Walver of Homestead, Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants pontained in this Security Agreement.

	, .	Villa C W	Riceine,
		JOHN C. WILLIAMS	
		NANGARET WILL TANS	Welleams
STATE OF ILLINOIS,		County as:	
· the und	escined	, a Notary Public in and fo	r said county and state, do hereby certify the
Sohri C.	Williams	Margaret Wi	Migns
personally known to me to be the same			aubscribed to the foregoing instrumen
			strument as 1/14 to free voluntary act, for th
uses and purposes therein set forth.	9		
Given under my hand and offi	cint soul, this	day of QUOUS	. 1994
My commission expires:	98 82	withour for	Public
415	OITY TITLE COMPANY N. LASALLE-STE. 402 CCAGO, IL 60610	O LA	PFICATION STATE LEINOIS
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