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Loan Number: 023-003-00010470-4

08406046

**MORTGAGE**

THIS MORTGAGE is made this 30th day of September, 1994 between the Mortgagor, Larry M. Reed and Audrey Reed h/w, as joint tenants

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., DBA The Money Store, a corporation organized and existing under the laws of New Jersey, whose address is 7800 W. 95th Street, Suite 401 Hickory Hills, Illinois 60457 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$13,700.00 which indebtedness is evidenced by Borrower's note dated September 30, 1994 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on October 5, 2004.

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 city of Chicago, Cook County State of Illinois:

LOT 20 IN BLOCK 1 IN WILLIAM T. LITTLE'S RESUBDIVISION OF BLOCK 1 AND BLOCK 2 IN MUNSON'S SUBDIVISION OF BLOCK 7 IN CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.#20-25-425-0.1

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DEPT-01 RECORDING \$25.00  
T95555 TRAN 6864 10/13/94 10:31:00  
40690 + J.J \*--94--879552  
COOK COUNTY RECORDER

Being the same premises conveyed to the Borrower by deed of Marquette National Bank

dated the 19th day of September, 1985 recorded on the in Book Doc. #of Deeds, page 85212796 in the Cook and which has the address of 7843 S. Chappel Chicago, Illinois 60649

100 day of October, 1985 County recorder's Office,

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

Illinois - The Money Store - Second Mortgage 9/94 - FNMA/FHLMC Modified Uniform Instrument

Box 14 25/20/94

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of trust or other security agreement with a lien which has priority over this Mortgage, or condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of condemnation with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of trust or other security agreement with a lien which has priority over this Mortgage.

9. Condemnation. 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 trust or other security agreement with a lien which has priority over this Mortgage, shall be paid to Lender, subject to the terms of any mortgage, deed of condemnation with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of trust or other security agreement with a lien which has priority over this Mortgage.

8. Inspection. 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.

7. Protection of Lender's Security. 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, then Lender, at Lender's option, upon notice to Borrower, may, in such appearances, disburse such sums, including reasonable attorney's fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this Paragraph 7, 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 hereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

6. Preservation and Maintenance of Property; Leasehold; Condominium; Planned Unit Development. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

5. 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 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 a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to void the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

4. Prior Mortgages and Liens; Charges; Taxes. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attach upon payment in full of all sums secured by this Mortgage. Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

3. Application of Payments. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

2. Additional Security for the sums secured by this Mortgage. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage. If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

1. Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application as a credit against the sums secured by this Mortgage. Unless applicable law provides otherwise, all payments received by Lender under the Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, 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.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall cancel discharge this mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.

THE MONEY STORE  
7800 West 95th Street  
Suite 401  
Mickory Hills, IL 60457

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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 superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Signed and Delivered  
in the Presence of:

Scott R. Wheaton  
Scott R. Wheaton                      Witness

Joyce R. Jones  
Joyce R. Jones                      Witness

Larry M. Reed  
Larry M. Reed                      -Borrower

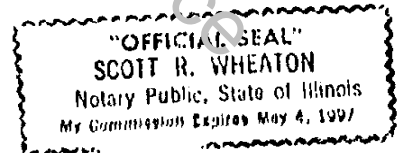
Audrey Reed  
Audrey Reed                      -Borrower

State of Illinois, Cook County      SS.:

On this 30th day of September, 1994 before me, the subscriber, personally appeared Larry M. Reed and Audrey Reed hw, as joint tenants who, I am satisfied, are the person(s) named in and who executed the within instrument, and thereupon they acknowledged that they did examine and read the same and did sign the foregoing instrument as their free act and deed, for the purposes therein expressed.

In Witness Whereof, I have hereunto set my hand and official seal.

Scott R. Wheaton  
Scott R. Wheaton  
Notary Public/Attorney at Law



THIS INSTRUMENT PREPARED BY Scott R. Wheaton , Attorney at Law

(Space Below This Line Reserved for Lender and Recorder)

MORTGAGE	CANCELLATION	RECORDING DATA
Larry M. Reed Audrey Reed - TO - TMS Mortgage Inc., DBA The Money Store, a New Jersey Corporation DATED: September 30, 1994	Dated: To the _____ of _____ County: The within Mortgage having been satisfied, we hereby authorize and direct you to cancel the same of record. by: _____ Authorized Signature Signature Certified to as Genuine	

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Property of Cook County Clerk's Office