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COOK COUNTY RECORDER

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12/10/93.
The mortgagor is WILLIE BROWN, MARRIED TO CLIFFIE BROWN, HIS WIFE

("Borrower") This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC.
its successors and/or assigns, a corporation, whose address is
250 E. CARPENTER FRWY IRVING, TX 75062

Borrower owes Lender the principal sum of FIFTY NINE THOUSAND SIX HUNDRED TWENTY SIX DOLLARS AND SIXTY EIGHT CENTS----- dollars (US \$ 59,626.68). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 12/15/99. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 5 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
COOK County, Illinois

THE EAST 35 FEET OF THE WEST 100 FEET OF LOT 18 IN C.H. HULL'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

which has the address of 5008 W. FULTON CHICAGO, IL 60644

TAX NUMBER: 16-09-403-068 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter 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 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 current taxes. Borrower warrants and will defend generally the title to the Property against all claims and demands.

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 last, to principal due.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, which may attach priority over this Security Instrument, and leasehold payments or ground rents if any. Borrower shall pay, on time and in full, all charges and taxes. Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower is acting in good faith in the satisfaction of the obligation secured by the lien in a manner acceptable to Lender. (b) Borrower covenants in good faith the lien by or against which the instrument is being recorded in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of an interest therein, to cause the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If the holder of the lien fails to do so, the Property is subject to a lien which may attach priority over this Security Instrument. Lender may give Borrower a notice to satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

4. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against fire, theft and other 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 Lender and shall include a standard mortgage clause. Lender 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. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender 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, and will keep 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 lien which has priority over this Security Instrument, appearing in court,

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paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender 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 otherwise agreed in writing, these amounts shall bear interest from the date of disbursement at the same 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 may enter at any time or from time to time or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with the taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, with any excess 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 amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking of the Property.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to pay for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to take, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whichever is more advantageous to Lender. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not affect the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment of principal or interest secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any forbearance by Lender in exercising any right or remedy shall not constitute a waiver of any right or remedy.

10. Successors or Assigns Bound; Joint and Several Liability. Co-signers. The covenants and agreements herein shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower and Lender shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note (a) is bound only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, (b) shall pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to date, time, place and accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum permitted interest rates, such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment of the sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall be deemed to have exercised this option on the date specified in the second paragraph of paragraph 18.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it in person, by first class mail, or by registered mail, unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address stated in the Note. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address stated in the Note. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender if it is delivered to the address specified in the Note.

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 Instrument or the Note conflicts with applicable law, such provision or clause shall be inoperative to the extent of the conflict. The provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument. If the Note and this Security Instrument are not recorded, Lender shall provide a copy of the Note and this Security Instrument to Borrower. If the Note and this Security Instrument are recorded, Lender shall provide a copy of the Note and this Security Instrument to Borrower upon request.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in the Property is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if federal law as of the date of this Security Instrument prohibits it. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a date by which the sums secured by this Security Instrument must be paid in full. The notice shall also provide a date by which the sums secured by this Security Instrument must be paid in full. The notice shall also provide a date by which the sums secured by this Security Instrument must be paid in full. The notice shall also provide a date by which the sums secured by this Security Instrument must be paid in full.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to reinstate this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify) after the date of the foreclosure sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing the foreclosure sale. The conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including reasonable attorneys fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument shall not be affected by any action of any third party. 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 this Security Instrument may be sold or assigned or more times without prior notice to Borrower. A sale may result in a change in the entity, known as the "Loan Servicer," which shall be responsible for servicing the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer. Borrower will be given written notice of the change in accordance with paragraph 13. 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 state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also state the name and address of the new Loan Servicer and the address to which payments should be made.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substance or material on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property, that is prohibited by any applicable law or regulation. The provisions of this paragraph shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances 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, demand, lawsuit or other action by any governmental or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower becomes aware, or is notified by any governmental or regulatory authority that any removal or other remediation of any part of the Property is necessary. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances under applicable law and including, but not limited to, the following substances: gasoline, kerosene, oil, other flammable or toxic petroleum products, toxic pesticides and herbicides, asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means any applicable law, regulation, ordinance or code of any jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's default under this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law requires 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, 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 and foreclosure. Lender shall be entitled to collect all sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further specify the date by which the sums secured by this Security Instrument must be paid in full. The notice shall also specify the date by which the sums secured by this Security Instrument must be paid in full. The notice shall also specify the date by which the sums secured by this Security Instrument must be paid in full.

21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property, and at any time during the period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender shall be applied to the sums secured by this Security Instrument.

Lender shall be entitled to collect all sums secured by this Security Instrument, including, but not limited to, attorneys fees and costs of title evidence. Lender shall be entitled to collect all sums secured by this Security Instrument, including, but not limited to, attorneys fees and costs of title evidence. Lender shall be entitled to collect all sums secured by this Security Instrument, including, but not limited to, attorneys fees and costs of title evidence.

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first in payment of the costs of management of the Property and collection of rents, including, but not limited to, rock vault fees, premiums on receiver's bonds and reasonable attorneys' fees, 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. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property

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

X Willie Brown
WILLIE BROWN

X Cliffie Brown
CLIFFIE BROWN

STATE OF ILLINOIS, COOK County ss

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify, that

WILLIE BROWN & CLIFFIE BROWN

personally known to me to be the same person S, whose name S ARE subscribed to the foregoing instrument.

appeared before me this day in person and acknowledged that T he Y signed and delivered the said instrument THEIR free voluntary act for the uses and purposes therein set forth

Given under my hand and official seal, this TENTH day of DECEMBER, 1993

My commission expires _____

Richard Cherivitch
Notary Public

This document was prepared by
TRACY SCHREINER
415 N. LASALLE, STE 402
CHICAGO, IL 60610

