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COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Secripty Instrument") is given on 12/31/93 .

The mortgagor is JANES E BALSETT

AND DELORISE BASSETT

HIS WIFE AS JOINT TEHANTS

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

FIFTY SIX THOUSAND EIGHT HUNDRED THIRT SEVEN DOLLARS AND THIRT FILE CENTS----- dollars (U.S. \$ 55 837 35 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  $01/07/0^\circ$ . This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and mo fifications: (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 Borrower's covernants and agreements under this Security Instrument and the Note For this performance great and collection to ender the following described property located in THE CITY OF CHICAGO, this purpose. Barrower does hereby mortgage, grant and coliver, to Lender the following described property located in County, Rimors THE EAST 34 1/2 FEET OF LOT 16 IN BLOCK 6 IN THE

SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBER: 16-04-319-023 which has the address of 5460 W IOWA CHICAGO, IL 60651

(\*/roperty Address\*):

TOGETHER WITH all the improvements now or hereafter eracted on the ricology, and all easements, rights, appurtenances, rents, royalties merical, oil and gas rights and profits, water rights and stock and all fixtures now or hijer/fer 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 lewfully seised of the estate hereby convive, and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for current taxes. Borrower warrants and vilit defend generally the title to the Property against all claims and demends

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

2. Application of Payments. Unless applicable law provides otherwise, all payments received ..., 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 attributed to the Property, which may attheir er this Security Instrument, and learehold payments or ground rents, if any. Borrower shall pay on the directly to the person owed payment Borrower shall promptly furnish to Lender receipts evidencing the payments

Borre are shall promptly discharge any lien which has priority over this Security Instrument unless Borrow in the newtons to the payment of the obligation secured by the ten in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends a paint enforcement of the lien in, by proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or follerture of any part of the Property, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender degravines 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 identificing the lien. Borrower shall satisfy the lien 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 agenst loss by fine 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 camer 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 ild 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 that 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 Leivler 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 6. Preservation and Maintenance of Property: Leaseholds. Boxrower shall not destroy, damage, or substantially change the Property. Allow the Property to detenorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Bostower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing

Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Secretify Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptsy, 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 Propert, and Lender's rights in the Property. Lander's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in craint,

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make repairs. Although Lender may take action under this paragraph, Lender does not eging reasonable attorneys' fees and s have to do so

Any amounts distrursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless er and Lender 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 entires upon and inspections of the Property. Lender shall give Borrower notice at the of 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 any condemnation or other

taking of any part of the Property, or for conveyance in lieu of condennation, 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, whether or not then due, 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 total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the

If the Property is abandoned by Borrower, or if lafter notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the 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 Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postitione the due date of the monthly payments referred to in paragraph. For change the amount of such payments.

9. Borrower Not Released: Forbearence By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to refease the fiability of the original Borrower or Borrower's successors 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 remedy shall not be a waiver of or preclude the

exercise of any right or remark;
10. Successor a limit Assigns Sound; Joint and Several Liability; Co-signers. The covenants and agree ements of this Security Instrument shall bind and benefit the successor, and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any outrower who co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convry that 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 Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend modify, for bear or make any

accommodations with regard to in turns of this Security Instrument or the Note virthout that Borrower's consent

11. Coan Charges, if the lest required by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other kine charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan 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 raiumled to Borrower. Lender may choose to make this refusid by reducing the principal ower under the Mote is by making a direct payment to Borrower. If the fund reduces principal the reduction will be treated as a partial prepayment

12. Legislation Affecting Lander's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the finte or this Security Instrument unenforceable according to it iterms. Lender, 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 Lender exercises this option, Lender shall take the steps specified in the

second paragraph of paragraph 16

13. Notices. Any notice to Borrower provided for it. this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Sorrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address. Lender designates by notice to Borrower. Any notice provided for in this Security listrument shall be deemed to have been given to Borrower or Lender when given as provided in this

14. Governing Law; Severability. This Security Instrument anall be governed by federal law and the law of the parisdiction 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 conflict shall not affect other provisions of this Security Instrument or the Note which can be given ellect vithout the conflicting provision. To this end the provisions of this Security

Instrument and the Note are declared to be severable

it and the note are decision to be severable.

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

16. Transfer of the Property or a Beneficial Interest in Borrower. I. at you 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 nature person) without benders prior written consent. Lender may at its require immediate payment in full of all sums secured by this Security Instrument, 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 accelerators he 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 suns secured by this Security Instrument. If Borrower fails to pay these sums pnor to the extraction of this period, Lender may movie any remedies period by this Security in commit without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions

Instrument discontinued at any time prior to the earlier of (a) 5 days for such other period as a uplicative law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of performing this Security Instrument, or (b) entry of performing this Security Instrument and the flote had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Significant including but not limited. to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Agreement, Eerder's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby shall remain fully effective 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 this Security Instrument) may be seld one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer" that collects inventibly payments due inches the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer untellulated as sale of the Note. The notice change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above 2 at 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 more 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 a local conditions Substances the Property Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of an Environmental Law. The preceding 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, demand, lawsuit 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 Borrower fearns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting

the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental East

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, foric 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

paradiction 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 13 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 rainstate 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 invitedate payment in full of all sums secured by this Security Instrument without turther demand 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 attorness. fees and costs of title evidence

21. Lender in Pousession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any riod 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. Any rents collected by Lender or the receiver shall be applied

first to payment of the costs of management of the Pro-

bonds and reasonable attorneys tess, and then to the property and collection or tents, including, but not trimled to, receivers tess, presents of the costs of management of the property and collection or tents, including, but not trimled to, receivers tess, presents of the property and reasonable attorneys tess, 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 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 cogangints contained in this Security Agreement

COOK STATE OF ILLINOIS. County sa THE UNDERSIGNED \_ a Notary Public in and for said county and state, do hereby certify that BASSETT AND DELORISE BASSETT, HIS WIFE me person S whose name S ARE sonally known to me to be the appeared before me this day in person, and acknowledged that T he Y signed and delivered the said instrument as THEI Ries voluntary act, for the and purposes therein set forth Given under my hand and of

This document was prepared by:

EQUITY TITLE COMPANY 415 N. LASALLE ST SUITE 402 CHICAGO, IL 60610

> "OFFIC'AL SEAL" Erin L Millaney Notary Public, State of Illinois My Commission Expires April 30, 1997