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94171233

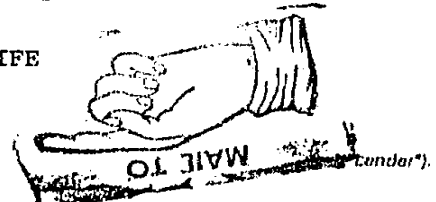
DEPT-01 RECORDING \$25.50
T#0011 TRAN 0179 02/22/94 15:30:00
#9562 * - 94 - 171233
COOK COUNTY RECORDER

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MORTGAGE 94171233

THIS MORTGAGE ("Security Instrument") is given on 02/18/94
The mortgagor is DWIGHT DU VAL WILSON, MARRIED TO MARITZA WILSON, 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 FREEWAY IRVING, TX 75062



Borrower owes Lender the principal sum of THIRTY-NINE THOUSAND, SEVEN HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTY-NINE CENTS ***** dollars (U.S. \$ 39,787.89). 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 02/18/03. 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 6 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:
LOT 25 IN BLOCK 53 IN CORNELL, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 26 AND AND THE SOUTH EAST 1/4 OF SECTION 26 AND PART OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*THIS PROPERTY IS NOT HOMESTEAD PROPERTY FOR DWIGHT DUVAL WILSON OR MARITZA WILSON

which has the address of 7650 S DREXEL CHICAGO, IL 60619

("Property Address*"); PIN #20-26-309-034 94171233

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 attain priority over this Security Instrument, and leasehold payments or ground rents, if 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 Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against, enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture 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 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 identifying 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 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 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, 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 lien which has priority over this Security Instrument, appearing in court,

EC 143 607
Luby Title
415 N. LaSalle Street 402
Chicago, IL 60610

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of and through the Property and to collect the rent of the Property including through part the. Any rent collected by Lender or the receiver shall be applied...

21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession...

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 paragraph 12 and 15 unless applicable law provides otherwise). The notice...

As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: asbestos, radon, lead, lead-based paint, polychlorinated biphenyls, polycyclic aromatic hydrocarbons, volatile organic compounds, and herbicides, pesticides, and other hazardous substances...

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law...

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any 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...

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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There may be one or more changes of the Loan Servicer under 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 and 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.

17. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the period of non-payment. Lender may exercise this option if Borrower meets the following conditions: (a) Borrower has paid all amounts due under the Note and this Security Instrument; (b) Borrower has paid all amounts due under the Note and this Security Instrument; (c) Borrower has paid all amounts due under the Note and this Security Instrument; (d) Borrower has paid all amounts due under the Note and this Security Instrument...

16. Borrower's Copy. Borrower shall be given one, conforming copy of the Note and of this Security Instrument. Lender shall be given one, conforming copy of the Note and of this Security Instrument. Lender shall be given one, conforming copy of the Note and of this Security Instrument. Lender shall be given one, conforming copy of the Note and of this Security Instrument...

15. 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 which can be severed without affecting the provisions of this Security Instrument and the Note are declared to be severable, the remainder of this Security Instrument shall remain fully operative and enforceable as if no severance had occurred. However, this right to severance shall not apply in the case of acceleration under paragraph 12 or 15.

14. Acceleration. If Borrower fails to pay the amount due under the Note and this Security Instrument on the date specified in the Note, Lender may exercise this option. Lender shall give notice to Borrower of the acceleration. Lender shall give notice to Borrower of the acceleration. Lender shall give notice to Borrower of the acceleration...

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 mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by notice to Lender. Any notice to Lender shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address designated by notice to Lender...

12. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may require any remedies permitted by paragraph 20. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 13.

11. Loan Charges. If the amount of the loan exceeds the permitted limit, then: (a) any amount in excess of the permitted limit shall be treated as a loan charge; (b) any amount in excess of the permitted limit shall be treated as a loan charge; (c) any amount in excess of the permitted limit shall be treated as a loan charge; (d) any amount in excess of the permitted limit shall be treated as a loan charge...

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of paragraph 15, Borrower's covenants and agreements shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15...

9. 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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability 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 remedy.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of all or 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, 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 by this Security Instrument divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower.

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. 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. 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...

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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 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.

Dwight Duval Wilson
DWIGHT DU VAL WILSON

STATE OF ILLINOIS, Cook County as:

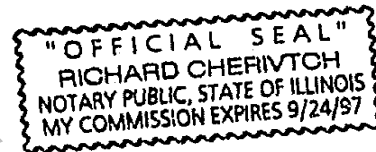
THE UNDERSIGNED _____, a Notary Public in and for said county and state, do hereby certify that
DWIGHT DU VAL WILSON,

personally known to me to be the same person whose name _____ IS _____ subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as HIS free voluntary act, for the
uses and purposes therein set forth.

Given under my hand and official seal, this 19TH day of FEBRUARY, 1994

My commission expires: _____ *Richard Cherivtch*
Notary Public

This document was prepared by: EQUITY TITLE COMPANY
415 N. LASALLE STE#402
CHICAGO, IL 60610
R. CHERIVTCH



MAIL TO:

94171233

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM

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