

REAL ESTATE MORTGAGE

94343545

THIS MORTGAGE is made this 13th day of April, 1994, between the Mortgagor, Robert Hall, Married to Cynthia Hall

(herein "Borrower"), and the Mortgagee, Personal Finance Company

a corporation organized and existing under the laws of the State of Delaware, whose address is 3612 W. Lincoln Hwy., Olympia Fields, IL 60461

(herein "Lender").

WHEREAS, BORROWER is indebted to Lender in the principal sum of Th. Ltry. Eight Thousand Two Hundred Fifty & 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated

April 11, 1994 (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 13, 1994

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, future advances, and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of Cook, State of Illinois, hereby releasing and waiving

all rights under and by virtue of the homestead exemption laws of the State of Illinois

DWELLING: 6511 S. Sangamon, Chicago, IL 60621

TAX IDENTIFICATION NUMBER: 20-20-221-005

LEGAL DESCRIPTION:

LOT 140 IN HART AND FRANKS SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Together with all the improvements now or hereafter erected on the property and all rents and all fixtures now or hereafter attached to the property, all of which, including replacement and additions thereto, 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 are herein 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, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any future advances secured by this Mortgage.

2. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

3. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by making payment, when due, directly to the payee thereof.

4. 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 cancellations thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender.

5. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

6. 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, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph with interest thereon, shall be future advances 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 thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest on such amounts is made contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Lender shall not be required to incur any expense or take any action hereunder.

7. Lender may make or cause to be made reasonable repairs 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.

8. 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 condemnation, are hereby assigned and shall be paid to Lender. Unless otherwise agreed by Lender in writing the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lender and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower.

13. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

14. This Mortgage shall be governed by the laws of the State where the Property is located.

15. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recording hereof.

C7427
3-18
322C

DEPT-01 RECORDING 123.50
140011 TRAN 1305 04/18/94 09:50:00
94279 9 14-24-94 24 25 4 25
COOK COUNTY RECORDER

94343545

140011

3
77.50

UNOFFICIAL COPY

16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage including the covenants to pay when due any sums secured by this Mortgage...

17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage...

18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable...

19. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

20. Borrower hereby waives all right of homestead exemption in the Property.

21. If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by the Deed of Trust. This option shall not be exercised if the exercise of the option is prohibited by applicable law...

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

This instrument was prepared by:

Anna Ricci

(NAME)

Robert Hall (Signature of Borrower)

(SIGNATURE OF BORROWER)

3612 W. Lincoln Hwy., Oly. Fields, IL 60461

Robert Hall

(ADDRESS)

(TYPED OR PRINTED NAME OF BORROWER)

(SIGNATURE OF BORROWER)

(TYPED OR PRINTED NAME OF BORROWER)

STATE OF Illinois)
COUNTY OF Cook)

ACKNOWLEDGMENT

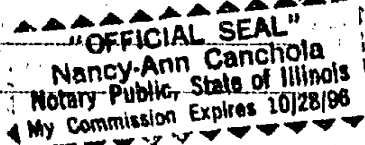
I, a Notary Public, in and for the said county in the state aforesaid do hereby certify that Robert Hall, by PEPE J. COLON, HIS ATTORNEY IN FACT married to Cynthia Hall personally known to me to be the same person whose

name(s) is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and Notarial Seal this 13th day of April, 1994 A.D., 1994

My County of Residence

My Commission Expires



(Signature of Notary Public)

(SIGNATURE OF NOTARY PUBLIC)

(TYPED OR PRINTED NAME OF NOTARY PUBLIC)

94343545



MAIL TO:

MAIL TO: P.F.C. P.O. BOX 188 OLYMPIA FIELDS, IL 60461

MORTGAGE