UNOFFICIAL

tilling sinabledan seminari san
PERSONAL FINANCE COMPANY
P. O. Dox 186
Olympia Fields (18 3461
193170

When Recorded Return to:

95434444

dept-of neconding 110000 TRAN 2033 07/06/95 11:16:00 16659 1 C.J. N -- 9 3 - 4 3 4 4 4 4 COOK COUNTY ACCORDER

(Space Above This Line For Recorder's Use)

REAL	ESTA	ATE	MO	RTGA	GE
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prop Manager and Manager and Manager and Manager
THIS MORTGAGE Is made this 29th day of June 15.05, between the
Madamar Turbon E. Walenth. Morellat to Kathinan/Walenth
though "Bornsein and the Matterens, POTAGIN), FLINING COMPAGY
a companion promised and existing under the layer of the Sinte of
Onlaware, whose address is 3612 W, 1747291n Hwy, Olympia Plaidu, 16 60461
(horoln "Londor").
WHEREAS, BORROWER is indebted to Lender in the principal sum of Thilty two thousand in the hundred
THE DAY OF THE PROPERTY OF THE
& 00/100 Oollars (\$32,905,00), which indebtedness is evidenced by Borrower's Note dated
June 29, 1995 (hardin "Mato"), providing for monthly installments of principal and interest, with the balance
of the Indebtedness, if not seener paid, due and payable on Dectal vr. 29. 1995
To secure to Lander the repayment of the indebtedness evidences, 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, luture advances, and the
performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, warrant, grant and convey to Lender
the property as described on page three of this document, located in the County of Cou
releasing and waiving all rights under and by virtue of the homestead exemption laws of the Sizio of 11.1 1.110 1.11
Together with all the improvements now or hereafter crected on the property and all rents and all fixtures now or increafter
allached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the
properly covered by this Mortgage; and all of the foregoing, tegether with said property are hoteln rate free to as the "Property".
Bostonest community that Bostonest to familify regarded the celete betalay and found for the clab. To melanane countries and by
Borrower covenants that Borrower is lawfully selzed of the estate hereby conveyed and his the right to mortgage, grant and
convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend controlly the title to the Property
against all claims and demands, subject to any declarations, ensements or restrictions listed in a schedule of propilors to coverage in any
illo insuranco policy insuring Landor'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 evid med 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 Morigage.
- 2. Unless applicable law provides otherwise, all payments received by Londor 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 luture advances.
- 3. Borrower shall pay all laxes, assessments and other charges, lines and impositions attributable to the Property which may attain a priority over this Mortgage by making payment, when due, directly to the payce thereof.
- 4. Borrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by life, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Londer 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 form accopiable to Lender and shall include a standard mortgages clause in lever of and in form acceptable to Lender.
- 5. Borrower agrees to perform all obligations under any prior mortgage or flen and keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.

Form C 15 A 11/94

6. If Borrown falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is communical which materially affects Londer's interest in the Property, including, but not limited to, annuant domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrapt or decedent, then Londer at Lander'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 atternoy's fees, and gotty upon the Property to make repairs.

Any amounts disbursed by Lander pulsuant to this paragraph 6 with interest thereon, shall be future advances secured by this identification. Unless Borrower and Londer agree to other terms of payment, such amounts shall be payable upon notice from Londer to their over requesting payment thereof, and shall bear interest from the date of distrusionant at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to opplicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lander to incur any expense or take any action hereunder, in the event Demower, these too bankruptcy protection, the Berrower agrees to pay interest from and after the date of such filling at the rate of interest specified in the Note.

7. Londor 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 Londor's interest in the Property

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any concernation or other taking of the Property, or part thereof, or for conveyance in fleu 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 account by this Mortgage, with the excess, if any, paid to Borrower.

Unless Lander and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or

postpone the due date c. (b) monthly installments reterred to in paragraph. I 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 Comover shall not operate to release, in any manner, the liability of the original florrower and betrown's second in interest. Lender after any be required to commence proceedings against such successor or release 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 Borrown and Borrower successors in interest.

10. Any forbustance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or proclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes of other liens or charges by Lender shall not be a waiver or Lei der'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 afferded

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 mure to, the respective

successors and assigns of Lender and Borrower.

13. Except for any notice required under applicable for 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 except and except the provided becomes as the provided herein.

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

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

16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mertgage, including the covenants to pay when due any sums secured by this Mortgage. Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach or or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding. If or penses of foreclosure, including, but not limited to, reasonable attorney's tees, and costs of documentary evidence, abstracts and title tape as

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 it: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred: (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable afforces; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower.

this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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. Upon acceleration under paragraph 16 hereof 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 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 atterney'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.

Initials TON

this Maligage without charge to Derrower. 19. Upon payment of all sums accord by Donower shall now all costs of recordation, it may, 20. Borrower heraby walves 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 Lendor's prior written consent Lander may, at its option, require immediate payment in full of all sums secured by the Medgage. This option shall not be exercised if the exercise of the option is prohibited by applicable law. If Lunder exercises this option, Lender shall give florrewer notice of acceleration and Borrower shall have 30 days from the date that notice is delivered within which Borrower may pay all sums secured by this Mortgage. If Borrower lasts to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage and applicable law without Juriher notice to the Borrower. 22. Decrewer shall not cause or permit the presence, use, disposal, storage, or release on or in the Property of any substance defined as toxic or hazardous by any Environmental Law (federal laws and laws of the jurisdictions where the Property is located that relate to health, salety or environmental protection). Decrewer shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding 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 for maintenance of the Property. 23. During the thirty day period beginning on a date ______ years from the date of the Note and a thirty day period every ______ years thereafter, until all nums due under said Note are paid in full, Lander shall have the option to require payment in full of the sums secured by this Mortgage. If Londor elects to exercise this call option, notice of such election shall be given to Berrower who shall pay all such sums to Landar on the payment date specified in the notice, which date shall be at least 60 days from the date of mailing. If Borrower fails to pay such sums when due, Londer may invoke any remodles permitted by this Mortgage. IN WITNESS WIPS IFOR Borrower has executed this Mortgage. This instrument was propaga by: (NDWORROU TO ERUTANDIE) <u>Thomas B. Walrath</u> Bronda Franka (TYPED ON PAINTED NAME OF HOURSWELL) (PRINTED NAME OF PREPAREIT)

Brenda Franka
(SIGNATURE OF PREPAREN)

Brenda Franka
(PRINTED NAME OF PREPAREN)

(ADDRESS)

STATE OF Illinois

COUNTY OF Cook

COUNTY OF Cook

(SIGNATURE OF BORNOWER)

(SIGNATURE OF BORNOWER)

(SIGNATURE OF BORNOWER)

(TYPED OR PRINTED NAME OF BORNOWER)

(TYPED OR PRINTED NAME OF BORNOWER)

I, a Notary Public, in and for the said County in the State aforesaid do hereby certify that Table 18. Water the married to Kathleen Halreth personally known to me to only same person(s) whose name(s) in subscribed to the foregoing instrument appeared before me this day in person and acknowledged that it 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 29 ch day of June A.D., 1995.

OFFICIAL SEAL*

JILLM LUBAS

IV COURTY PUBLIC SHIP OF THIRDS

My Commission Expires 11/1/97

(BIGHATURE OF HOTARY PUBLIC)

ITYPED OR PRINTED HAME OF HOTARY PUBLIC)

Initials X (E.C.)

Property of Cook County Clerk's Office

LEGAL DESCRIPTION

LOT 20 IN DLOCK 2 IN ALFRED COWLES ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Service Of County Clark's Office

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Commonly Known Ass

8151 S. Escanaba

Permanent Index Number(s):

21-31-218-024

Chicago, II, 60617

Form C15/R10 C 11/94

Page 3 of 3

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