95516483

DEPT-01 RECORDING

**\$27.50** 

T#9999 TRAN 8883 08/04/95 14:14:00

49659 + AB #-95-516483

COOK COUNTY RECORDER

(Space Above This Line For Recording Data) -----

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 07/12/85
The mortgagor is HARY M VANARSUALE REMARKIED AND I

AND RONALD DABNEY MARRIED

("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY, INC. its successors and/or assigns, a NEW YORK corporation, whose address is IRVINO, TX 75082 250 EAST CARPENTER FREEWAY

("Lender").

Borrower owes Lender the principal sum of SIXTY THREE THOUSAND FIVE HUNDRED THENTY EIGHT DOLLARS AND NINTY NINE CENTS\*\*\*\*\*\* dollars (U.S. \$ 63.528.68). This debt is evidenced by Borrower's Note dated the come date as this Security Instrument (\*Note\*), which provides for monthly payments, with the full debt, if not paid seriler, due and payable on 07/12/98. 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 8 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverients 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:

PINA 16-23-306-024 VOL 570 4/8/2/2 JAC 6.7 3 LOT 6 IN BLOCK 2 IN RESUBDIVISION OF LOTS 1,2,3,4 AND AND THE VACATED ALLEYS IN LANSINGH'S SECOND ADDITION TO CHICAGO, SADI ADDITION BLING A SUBDIVISION OF LOTS 2,3,4,17,18 AND 19 (EXCEPT THE WEST 146,17 FERT OF LOTS 4 AND 7 AFORESAID) IN

KEDZIE SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 25. TOWNSHIP 39 NORTH, Which has the address of 1820 SOUTH MILLARD RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN CHICAGO, IL 80823 (Property Address'): COOK COUNTY, ILLINOIS.

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 select 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 laxes. 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. Sorrower 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

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 (a) secures from the holder of the lien an agreement estisfactory 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 strain 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.

10001831

95516483

and Miles

Property of County Clark's Office

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 acverages 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 not economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible are Lender's security and by lessened, the restoration or repair is not economically feasible and Lender's security and the lessened and the Recovery of the Property days are a security lessened. 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 cettle 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 be solved.

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.

B. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage, or substantially change the Property, allow the Property to deteriorate or commit wasts. 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. Onder agrees to the merger in writing.

B. 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 Instrument, probate, or condemnation or to enforce laws or regulations), then Lender's rights in the Property and Lender's rights in the Property Lender's rights in the 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 secure 3 by a lien which has priority over this Security Instrument, appearing in court, 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 disburged by Lender under this paragraph shall become additional debt of Borrower secured by this Security instrument. Unless Borrower and Lender arree 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 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.

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 condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds that 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 sequred 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 Borrower.

If the Property is abandoned by Borrower, or if, after 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 winin 30 days after the date the notice is given, Lander is authorized to collect and apply the proceeds, at its option, either to testoration 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

postpone the due date of 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 or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor interest of Borrower shall not operate the disbility 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 reasons 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.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers, The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey 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, forbear or make any 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 loan charges, and that law is finally interpreted so that the interest or other loan 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 amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

8418438

Proberty of Coof County Clert's Office

NOFFICIAL

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 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 in this Security Instrument shall be given by delivering it or by multing 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 Borrower 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 Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law: Beverability. 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 conflict shall not affect other 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.

5, Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument. 5, Transfer of the Property or a Beneficial Interest in Borrower. If all or 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 natural person) without Lender's price written consent. Lender may, at its option, 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 acceleration. The 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 sums secured by this Security Instrument in Portower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable 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 a judgment enforcing this Becurity Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, recombe attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Agreement, Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security instrument that 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 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 sold 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 monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in ecunridance with paragraph 13 above 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.

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 clicky anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two centences 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 sorrower shall promptly give Lender written notice of any investigation, 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. If Borrower learns, 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 the Environmental Law.

As used in this paragraph, "Hazardous Substances: gasoline, kerosene, other flammable or locally petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing asbestos or formaldehyde, and redicactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protections.

located that relate to health, safety or environmental protection.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following dorrower's breach of any governant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 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 socieleration 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 reinstate after anceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defanse of Borrower to acceleration and foreclosure. If the default is not oured on or before the date specified in the notice. Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further 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 attorneys' less and costs of title evidence.

21. Lander 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 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 Property and collection of rents, including, but not limited to, receiver's fees, premiums on

reggiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

Proberty of Cook County Clerk's Office

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 opstel . 23. Walver of Homestead. Borrower waives all right of nomestead exemption in the Property.

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

HARY H VARIANDALE

HONALD DABRET

ACCORD

	HONALD DABNEY **** /	
STATE OF ILLINOIS, COXX	County ss:	<u>.</u>
heraby partify that A Docal Addated	A Notary Public in and a	for said county and state, do
personally known to me to to the same per	ison whose name are	subscribed to the
foregoing instrument, appeared 56 ore me the said instrument as Med free voluntary a	this day in person, and acknowledged that/_ lot, for the uses and purposes therein set forth.	hev/signed and delivered
Given under my hand and official seal,	this 12 day of 3 c 1 //	1995
My commission expires:	Notary Fub	en el michae
	Notary Pub	1

This document was prepared by:

1806 CORPORATE Freezeway

MAIL TO TONOS TONOS TONOS Ford Consumer Finance Co., INC. 250 E. Carpenter Froeway

6 Wingrin Irving, Texas 75062. "OFFICIAL SEAL"
DIANE M. TROJHIAR
Hotary Public, State of Illinois
My Commission Expires 5/4/97

Property of Cook County Clerk's Office