RETURN ORIGINAL TO: THEOR FITTLE INSURANCE GO RMC 64(1 N. CALOWELL AVENUE CHICAGO, IL 68646

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MAIL 3

PREPARED BY:
NATIONWIDE DOCUMENT CORPORATION
11 GREENWAY PLAZA, 18TH FLOOR

HOUSTON, TEXAS 77046-1102

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COUR COUNTY RECORDER

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MORTGAGE

THE NOTE THIS MORTCAGE SECURES CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. IF THE DITZREST RATE INCREASES, THE MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE MONTHLY PAYMENTS WILL BE LOWER.

THIS MORTGAGE (Security Localization) is given on SEPTEMBER IST.

19 95. The moregage is LEATHA MITCHELL MARRIED. TO ARCHIBALD D. MITCHELL.

("Borrower"). This Security Instrument is given to...

SAXON MORTGAGE, INC.

, which is organized and existing

under the laws of the STATE OF VIRGINIA 2000, and whose address is

PLEASE SEE SCHEDULE A ATTACHED HERETO AND MADE A PAXT HEREOF;
TAN ID NUMBER 13-33-313-006

Which has the address of 1743 NORTH LINDER AVENUE CHICAGO

TOCETHER WITH all the improvements now or hereafter erected on the property, and all essentents, appurentness, and 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 statigues, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower wagness and will defend generally the rists to the Property against all claims and demands, subject to any encumbrances of spound.

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THE SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Horrower and Lender covenant and agree as follows:

Payment of Principal and Interest; Propayment and Late Charges. Borrower shall promptly gay what due
the principal of and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Innder, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Pands") for:

(a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, if any; (d) yearly hazard or property insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower, to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Excrow Items." Lender may, at any time, collect and bold Funds in an amount not to decend the maniform amount a lender for a federally related mortgage from may require for Borrower's excrow accomm under the tederal Roal listate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 of as 5, ("PBSPA"), unlain another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the bit of current dua and reasonable estimates of expenditures of future Excrow Items or otherwise in accordance with applicable law.

The Funds shall be sold in an institution whose deposits are insured by a federal agency, instrumentally, or eatily (including Lender, if Lender, is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the history teems. Lender start not charge Horrower for holding and applying the Funds, annually analyzing the encous account, or verifying the history tiems, unless Lender pays Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent seel estate tax reporting service used by Lender in consection with this loan, unless applicable law provides otherwise. Unless as agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or compliance on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Horrower, without charge, an annual accommagn of the Funds, showing credits and debits to the Funds and the papping for which each debit to the Funds was made. The Funds we pledged as additional security for all sums secured by this Borathy Instrument.

If the Funds held by Lender exceed the amounts permit ed to be held by applicable law, Lender shall account to Bornower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Encrow Items when due, Lender may so matify Bornower in writing, and, in such case florrower shall pay to Lender the amount necessary to make up the deliciency. Bornower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument. Leader shall promptly refund to Borniver any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sele of the Property, shall apply any Funds held by Londer at the time of acquirition or sele as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; selected, to associate payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liena. Borrower shall pay all taxes, assessments, charges, fines and impediate stributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground taxes. If any, Remover shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of any case to be paid moder this paragraph. If Horrower makes these payments directly, Borrower shall promptly furnish to Lender peculpts evidencing the payments.

Horrower shall promptly discharge any lien which has priority over this Security Instrument unless Bostonics (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lander; (b) contents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which is the Lander's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lander inheritiating 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.

5. Placard or Property Insurance. Borrower shall keep the improvements now existing or hereafter extends on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other humans, including flowts or flooding, 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. If Borrower fails to maintain coverage described above, Lander may at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage cleans. 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 currier 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 is economically feasible and Lender's security in not leasued. If the restoration or repair is not economically feasible or Lender's security would be leasued, 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 shandons the Property, or does not answer within 3d days a notice from Lender that the insurance carrier has offered to settle a claim, then I ender 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 funder and Horrower 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 paragraphs I and I or change the assount of the payments. It makes paragraphs I the Property is acquired by Lender, Horrower'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 accured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Fredrintian, Maintenance and Protection of the Property; Borrower's Loan App Leaveholds. Horrower shell recupy, establish, and use the Property as Porrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal suidence for at least one year after the thire of occupancy, unless Lender otherwise agrees in writing, which consent shall not be uncommantly withheld, or unless extensisting circumstances exist which are beyond florrower's control. Sortower shall not destroy, Jamage or impair the Property, allow the Property to deteriorate, or comute waste on the Property. Bostower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lander's good faith Judicinean could result in forfeiture of the Property or other vis) materially impair the lien created by this Security Instrument or Lander's recurity interest. Horrower may cure such a default and reliminto, as provided in purigraph 18, by causing the action or proceeding to be diamissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Boyuwar's interest in the Property or other material impairment of the lim created by this Security Instrument or Lander's security interest. Horrower shall also be in default if Borrower, during the juan application process, gave materially false or inc. Author information or statements to Lender (or failed to provide Lender with any material information) in cannection with the loan evidenced by the Note, including, but not limited to, representation concerning florrower's occupancy of the Francity as a principal residence. If this Security Instrument is on a leasehold, Both, we'r shall comply with all the provisions of the leans, If Horrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lander agrees to the merger in writing.
- 7. 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 diffect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce have or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's Lights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security law and and, appearing in court, paving reasonable attorneys' fees and entering on the Property to make repairs. Although Lender way take action minter this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional dobt of Burrower accused by this becurity Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall have intensed from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Burrower sequenting payment.

N. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan sacured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance developed by Londer. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Londer each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance goverage is assurance. Loss reserve payments may no longer be required, at the option of Lander, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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9. Imspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. 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 sotal taking of the Property, the proceeds shall be applied to the sums accured 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 in which the tair market value of the Property immediately before the taking is equal to or greater than the amount of the sums accured by this Security Instrument immediately before the taking, 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 Borrower, in the event of a partial taking of the Property is which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then don.

If the Property is abandoned by Horrower, or if, after notice by Lender to Horrower that the condemnor offers to make an award or write a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is activated 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 Boraver otherwise agree in writing, any application of proceeds to principal shall not extend or perspense the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Burrower Not Released; Fortextures By Lender Not a Walver. Extension of the time for payment or modification of amortization of the suma occurred by this Security Instrument granted by Easter to any successor in interest of Horrower shall not operate to release the inscitity of the original Borrower or Borrower's successors in Interest. Lander 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 consearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-alguers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Londer and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-algue this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and coursey that Borrower's interest in the Property under the terms of this Security transment; (b) is not personally obligated to pay the same secured by this Security Instrument; and (c) agrees that Lander and other Borrower may agree to extend, mostly, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.
- 13. Loss Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in compation with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount accessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which are seed of permitted limits will be refunded to Borrower. I ender 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 respayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by oblivering 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 of any other address Borrower designates by notice to Lander. Any notice to Lander shall be given by first class mail to Lander's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the purisdiction 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.
 - 16. Berrower's Copy. Hornwer shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Boneficial 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

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person) without Lender's prior written conjunt, Lender may, at its option, require immediate payment in full of all same 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, Lerder shall give Borrower notice of acceleration. The notice shall provide a parind of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all mans accused by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may involve any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Horrower shall have the right to have entorcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other parind 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 Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no societation had occurred; (b) cures any default or any other covenants or agreements; (c) pays all expenses incurred in enforcing this Bourshy Instrument, including, but not limited to, reasonable attorneys' fors; and (d) takes such action as Lander may reasonably require to assure that the lien of this Security Instrument, Lender'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 obligations secured hereby shall remain fully effective as if no acceleration had occurred, However, this right to reinstate shall not spets in the case of acceleration under paragraph 17.
- 19. 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, Horrower will be given written notice of the change in accordance with paragraph 14 shows 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.
- 20. Hazardons Substances. Horrower shall not youse or permit the presence, use, disposal, storage, or release of any Hazardons Substances on or in the Property. Burnower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmenta, Lay. The preceding two sestences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardone Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Remover shall promptly give Lender written notice of any invaligation, claim, demand, lawault or other action by any governmental or regulatory agency or private party involving on Property and any Hazardous Substance or involving the Property and any Hazardous Substance or involving the property as 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. However, shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances of lives as toxic or hazardous substances by Environmental Law and the following substances: gasoline, knowne, other flammable or puric petrologic periodicity, toxic periodics, volatile solvents, materials containing substances or formalds yet and radioactive saterials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON UNIFORM COVENANTS. Horrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remodies. Exader shall give notice to Borrower prior to acceleration the sing Borrower's breach of any coverant or agreement in this Socurity Instrument (but not prior to acceleration units) prograph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to core 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 cored; and (d) that failure to cure the default on or before the date specified in the notice may result in association of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Proparty. The deflue shall further inform Borrower of the right to reinstate after acceleration and the right to assort in the foredamne proceeding the non-existence of a default or any other defense of Borrower to acceleration and foredamne. If the default is not cured on or before the date specified in the notice, Lander at its option may require immediate payment in fulf of all sums occured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Londer shall be entitled to collect all expenses incurred in parallagithe remodiles provided in this paragraph 21, including, but not limited to, reasonable attorneys' for and costs of title evidence.
- 22. Reference. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument. Borrower shall pay any recordation costs. Londor may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.
 - 23. Waiver of Homestead. Borrower waives all right of homestead examption in the Property,

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4 the undersigned	a Notary Public in and for said county and stone,
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subscribed to the foregoing instrument, appeared before	e me this day in person, and acknowledged that be/sheatile)
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Given under my hand and official seal, this My Commission expires: Acris, 20,1999	t on or one enterent to be.
<i>y</i>	Una Kilkewen
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Property of Cook County Clerk's Office

LEGAL DESCRIPTION

Lot 35 in Block 8 in Mills and Son's North Avenue and Central Avenue Subdivision in the Southwest 1/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

4: PTN: 13-33-313-006

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27 Adjustable Rate Rider	Condominium Ri	der	Ci 1-4 Family Rider
Cl. Graduated Payment Rider	C Planned Unic Dev	relopment Rider	Biwookiy Payment Rider
Cl Billion Rider	C Rate Improvemen	it Kider	C Second Home Ridge
Ci (Abous) [specify]			
Hy Shoring Below, Borrower, in any rider(s) executed by Borro	accepts and agrees to the i	ierms and covenants existaine	of in this Socurity Instrument
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