

UNOFFICIAL COPY

Loan Number: 023-103-00009101

95579140

95-05472

MORTGAGE

THIS MORTGAGE is made this 18th day of September, 1995 between the Mortgagor, Christine Jackson divorced and not remarried

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., DBA The Money Store, a corporation organized and existing under the laws of New Jersey, whose address is 7800 W. 95th Street, Suite 401 Hickory Hills, Illinois 60457 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$68,000.00 which indebtedness is evidenced by Borrower's note dated September 18, 1995 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 25, 2025 .

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; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the City of Chicago, Cook County State of Illinois:

THE SOUTH 33.35 FEET OF LOT 28 IN BLOCK 2 IN LITTLE AND SIDDON'S SUBDIVISION OF BLOCK 2 IN CAROLIN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 20-25-401-015

DEPT-01 RECORDING \$27.50
T#7777 TRAN 0635 10/05/95 15:24:00
08092 & SK *-95-679140
COOK COUNTY RECORDER
DEPT-10 PENALTY \$24.00

Being the same premises conveyed to the Borrower by deed of

dated the [blank], recorded on the [blank], in the Cook County Recorder's Office, in Book Doc. #of Deeds, page [blank], and which has the address of 7533 South Chappel Avenue Chicago, Illinois 60649 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

Illinois - The Money Store - Second Mortgage 9/94 - FNMA/FHLMC Modified Uniform Instrument

Handwritten signatures and stamps, including a circular stamp.

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10. **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 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 refuse 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. 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.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** 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 delivering it or by mailing such notice by first class 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 first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **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 prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 Mortgage. If Borrower fails to pay these sums prior to the expiration of this period Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, 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, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 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 on 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 nonexistence 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 all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, 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 if: (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; and (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and enforcing Lender's remedies as provided in paragraph 17 hereof, including but not limited to, reasonable attorneys' fees; 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.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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95013110

DATED: September 18, 1995
 a New Jersey Corporation
 DBA The Money Store,
 TMS Mortgage Inc.,
 - TO -
 Christaline Jackson
 MORTGAGE

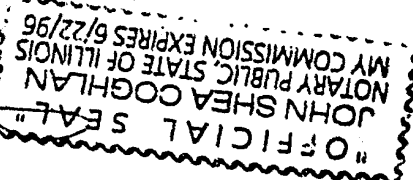
CANCELLATION
 Dated: _____
 To the _____
 of _____
 County: _____
 The within Mortgage having been
 satisfied, we hereby authorize and direct
 you to cancel the same of record.
 by: _____
 Authorized Signature
 Signature Certified to as Genuine

RECORDING DATA

(Space Below This Line Reserved for Lender and Recorder)

THIS INSTRUMENT PREPARED BY Law Offices of Pisula and Wrenn, Attorney at Law

Law Offices of Pisula and Wrenn
Notary Public/Attorney at Law



In Witness Whereof, I have hereunto set my hand and official seal.

On this 18th day of September, 1995 before me, the subscriber, personally appeared
 Christine Jackson divorced and not remarried
 who, I am satisfied, is the person(s) named in and who executed the within instrument,
 and thereupon she acknowledged that she did examine and read the same and did sign
 the foregoing instrument as her free act and deed, for the purposes therein expressed.

State of Illinois, Cook County SS.:

Signed and Delivered
 in the Presence of:
 Law Offices of Pisula and Wrenn Witness
 Christine Jackson - Borrower
 - Borrower
 Witness
 - Borrower

Borrower and Lender Request the holder of any mortgage, deed of trust or other encumbrance with a lien
 which has priority over this Mortgage to give notice to Lender, at Lender's address set forth on page one of
 this Mortgage, of any default under superior encumbrance and of any sale or other foreclosure action.
 IN WITNESS WHEREOF, Borrower has executed this Mortgage.

REQUEST FOR NOTICE OF DEFAULT
 AND FORECLOSURE UNDER SUPERIOR
 MORTGAGES OR DEEDS OF TRUST

The Money Store - Suite 401
 780 W. 95th St.
 Hickory Hills, IL 60457

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property.
 mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.
 20. Release. Upon payment of all sums secured by this Mortgage, Lender shall cancel discharge this
 only for those rents actually received.
 fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account
 or the receiver shall be applied first to payment of the costs of management of the Property and collection
 Property and to collect the rents of the Property including those past due. All rents collected by Lender
 or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the
 Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent