95687564

49299/ MAIL TO → 80% 352 BANC≣ONE. . DEPT-01 RECORDING

\$23,00

- . T#0001 TRAN 0170 10/10/95 14:58:00
 - #8057 # JM *-95-687564
 - COOK COUNTY RECORDER

REAL ESTATE MORTGAGE

| Hane One Financial Services, Inc. | O _A | | ACCOUNT | NO 12023 |
|-----------------------------------|---|-------------------------------|--|--|
| THIS MORTGAGE I | made this 26th day of L L FORD, DIVORCEI | SEPTEMBER AND NOT SINCE REMA | ARRIED | ,1995 , between the |
| Williams, | O, | whose address is 8 | 3229 S HARPER AVE | The second secon |
| CHICAGO | IL 60619 | | and the second s | (herein "Mortgagor"), and the |
| 7250 159TH ST. | • | | IL 60462 | (herein "Mortgagee"). |
| WHEREAS, Mortgag | gor is indebted to Mortgag | ee in the mindipal sum of \$ | 16082.47 | , which |
| indebtedness is evidence | ed by Mortgagor's note or | other debt ir strument dated | SEPTEMBER 26 | |
| (herein "Note"), providin | ng for monthly installments | | ith the balance of the inc | debtedness, if not sooner paid, |
| due and payable on OC | CTOBER 01 | 2000 | | |

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, with interest thereon, together with any renewals, modifications or extensions thereof, either in whole or in part, the parment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the periodical number of the covenants and agreements of Mortgagor herein contained. Mortgagor does hereby mortgage, grant, convey and warrant to Mortgagee the following described property located in the County of COOK.

State of Illinois:

LOT 23 IN BLOCK 1 IN THE SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

TAX ID: 20-35-231-008

95687564

which has the address of (Address) (Address) (Address)

CHICAGO

(City

Illinois

TOGETHER with all rights, privileges, interests, easements, hereditaments, appurtenances, fixtures and improvements now or hereafter belonging, appertaining, attached to, or used in connection therewith (all of which together with said property is horeinafter referred to as the "Mortgaged Premises"), and all the rents, issues, income and profits thereof.

Mortgagor covenants that Mortgagor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Mortgaged Premises, that the Mortgaged Premises are unencumbered (except as has been previously disclosed to Mortgagee), and that Mortgagor will warrant and defend generally the title to the Mortgaged Premises 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 Mortgagee's interest in the Mortgaged Premises.

(Continued on Revene Side)

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- 1. Mortgagor, will pay the indebtedness as hereinbefore provided including paying any deficiency hereunder; keep the improvements on the property insured against loss or damage by fire and such other risks customarily covered by fire and extended coverage insurance in amounts as may be required from time to time by Mortgagee and procured from an insurance company chosen by Mortgager and acceptable to Mortgagee; observe and perform all covenants, terms and conditions of any prior mortgage or any lease if this Mortgage is on a leasehold; keep the Mortgaged Premises in good repair; promptly pay all taxes, assessments, and legal charges against said property, insurance premiums, installments of principal and interest on any prior mortgage, and, to the extent permitted by law, reasonable attorney's fees and court costs which actually are expended in the enforcement or defense of the terms of this Mortgage or the lien hereof or of any other instrument evidencing or securing the loan plus less paid public officers for filling, recording and releasing this Mortgage or any other instrument securing this loan, and in the event of default in any payment the Mortgages may pay the same and the Mortgager shall repay the Mortgagee the amount so paid together with interest at the highest rate provided for in the Note secured hereby not to exceed the highest amount permitted by law, and all sums so paid will be secured by this Mortgage; no improvements shall be removed or destroyed without the written consent of the Mortgagee; the Mortgagee shall be entitled to the appointment of a receiver in any action to foreclose; upon default being made in the payment of any of the installments heretofore specified on the due date thereof, or upon default in any of the terms, covenants or conditions of this Mortgage or of the Note secured hereby, or in the event Mortgagor shall abandon the Mortgaged Premises, die, become bankrupt or insolvent, or make an assignment for the benefit of creditors, or in the event of sale or transfer of the premises by the Mortgagor without the consent in writing of the Mortgagee, or if waste shall be committed or permitted, or should any action or proceedings be filed in any court to enforce any lien on, claim against, or interest in the above described real estate, thun the entire unpaid balance shall immediately become due and payable at the option of the Mortgages.
- 2. All policies of insurance shall contain proper clauses making all sums recoverable upon such policies payable to Mortgages and to Mortgagor as their respective interests may appear and shall not be subject to cancellation without thirty (30) days' prior written notice to Mortgages. Mortgages authorizes Mortgagee to endorse on Mortgague's technic drafts reflecting such insurance proceeds, and the proceeds of any condemnation or emirrent domain proceedings which are hersby assigned to Mortgagec, provided that Mortgagee shall remit to Mortgagor such surplus, if any, as remains after the insurance or condemnation proceeds have been applied, at Mortgagee's sole discretion, to the restoration of the Mortgaged Premises or to the satisfaction of all indebtedness secured by this Mortgage. All such policies of insurance and all abstracts of title or title insurance policies covering the Mortgaged Premises shall, at Mortgagee's request, be delivered to and retained by Mortgague until the indebtedness secured hereby is fully paid.

3. Any forbearance by Mortgages in exercising any right or remedy hereunder, under the Note or otherwise afforded by applicable law, shall not be a waiver of or preclude the subsequent exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee shall no accelerate the maturity of the indebtedness secured by this Mortgage.

- 4. All remedies provided in this Mortgage are distinct and cumulates to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively. Each provision of this Mortgage shall be construed to the fullest extent possible to be in conformity with and valid and enforceable under all applicable law, but the invalidity or unenforceability of any particular provision of this Mongage shall not affect or impair the validity or enforceability of any other provision of this Mr. trage.
 - 5. Mortgagor waives all right of Homestead Exemption in the mortgaged program described herein.
- 6. Mortgagor includes each person executing this instrument if more than one, his news successors and assigns and Mortgagee includes its successors, assigns and attorneys.

| IN WITNESS WHEREOF, | Mortgagor, and each of them has executed this a | lortgage this 25th hay of SEPTEMBER 1995 |
|--|---|---|
| WITNESS: | the state of them, has executed this is | for gage this of SEPTEMBER 1995 |
| | Discerce Witness X | Arideles tax Mortgagor HARIDELL L FORD Mortgagor |
| The second secon | Witness | Northways |
| STATE OF ILLINOIS | } | Mortgagor |
| COUNTY OF COOR |) SS:) | |
| The foregoing instrument wa | seknowledged before me this 26th | day of SEPTEMBER 1995 |
| by HARIDELL L. FORD | DISCOURT MED NOW OFFICE | |
| | and the and har poses therein set to | RIED The sincluding the release and waiver of the Right of Homestead |
| OFFICIAL SEAL DERRICK DAVIS NOTARY PUBLIC, STATE OF ILLIN MY COMMISSION EXPIRES 14-16 | All All | Notary Public COOK County |
| | *** *** ** | My Commission Expires: |
| This instrument prepared by | HYLLIS DURAND 7250 159 | TH ST. ORLAND PARK IL 60462 |
| Form No. 42 Rev. 12/94 Itimois | Page 2 of 2 | (Address) |