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GT-15-14-090 (9/94) (page 1 of

\$29.50

95757528
90707045
. DEPT-01 RECORDING
. T#2222 TRAN 8533 11/06/95 0
. #5936 # RC *-95-75
. COOK COUNTY RECORDER
This is above and the property by
This instrument was prepared by (Name) Green Tree Financial Corp.
(Address)332 Minnesota St., St. Paul MN !
ATLAS CUSTOM BUILDERS INC.
466 CENTRAL ST., SUITE 5 NORTHFIELD IL 60093
MORTGAGEE "You" means the mortgagee, its successors and ass
E.L. A (Cny) Srummel, in the cook, ower/Owner has an ownership. This property is more particularly ditional Property Description
A" athorize the Mortgagor/ obtain a more detailed property ower has signed the Mortgage/ A after the Mortgagor/Borrower
95752
County, Illinois.
operty, except for encumbrances of record, mun
. 5 / 5 []

SECURED DEBT: This mortgage secures repayment of the secured debt and the performance of the covenants and agreements contained in this mortgage and in any other document incorporated herein. Secured debt, as used in this mortgage, includes any amounts I owe you under this mortgage or under any instrument secured by this mortgage.

The secured debt is evidenced by (List all instruments and agreements secured by this mortgage and the dates thereof.):

mortgage and					_
X A no	ote / Home Im	provement Retai	l Installment	Contract /	executed by
		rrower on 📞 (
ev ag	ren though no preement are	ot all amounts ma	ay yet be advar d will be secur	nced. Future red and will	eement are secured advances under the have priority to the d.
rate of _ even the agreeme	ough not all nt are conten	%. All amo amounts may y	ounts owed un et be advance be secured an	der this agre ed, Future a d will have p	nitial annual interes eement are secured dvances under the priority to the same
The above obli	gation is due a	anci payable on <u>Al</u>	pp. 120 months	from disb.	_ if not paid earlier
mavimum prin	cinal amount d	of 13946 BU		•	shall not exceed a
		Dollars (5	13946.	80), pl	us interest, plus any
disbursements	made for the	e payment of ta ch disbursements	kes, special as	sessments, c	or insurance on the
		est rate on the	obligation secu	ired by this	mortgage may vary

- N/A A copy of the loan agreement containing the terms under which the interest rate may
 - N/A A copy of the loan agreement containing the terms under which the interest rate may vary is attached to this mortgage and made a part her-of.

COVENANTS:

- 1. Payments. I agree to make all payments on the secured debt when due. Unless we agree otherwise, any payments you receive from me or for my benefit will be applied first to any amounts I owe you on the secured debt (exclusive of interest or principal), second, to interest and then to principal. If partial prepayment of the secured debt occurs for any reason, it will not reduce or excuse any subsequently scheduled payment until the secured debt is paid in full.
- 2. Claims against Title. I will pay all taxes, assessments, liens and encumbrances on the property when due and will defend title to the property against any claims which would impair the lien of this mortgage. You may require me to assign any rights, claims or defenses which I may have against parties who supply labor or materials to improve or maintain the property.
- 3. Insurance. I will keep the property insured under terms acceptable to you at my expense and for your benefit. You will be named as loss payee or as the insured on any such insurance policy. Any insurance proceeds may be applied, within your discretion, to either the restoration or repair of the damaged property or to the secured debt. If you require mortgage insurance, I agree to maintain such insurance for as long as you require.
- 4. Property. I will keep the property in good condition and make all repairs reasonably necessary.

15. Notice. Unless otherwise required by law, any notice to me shall be given by delivering it or by mailing it by certified mail addressed to me at the Property Address or any other address that I tell you. I will give any notice to you by certified mail to your address on page 1 of this mortgage, or to any other address which you have designated.

Any notice shall be deemed to have been given to either of us when given in the manner stated above.

- 16. Transfer of the Property or a Beneficial Interest in the Mortgagor. If all or any part of the property or any interest in it is sold or transferred without your prior written consent, you may demand immediate payment of the secured debt. You may also demand immediate payment if the mortgagor is not a natural person and a beneficial interest in the mortgagor is sold or transferred. However, you may not demand payment in the above situations if it is prohibited by federal law as of the date of this mortgage.
- 17. Release. When I have paid the secured debt, you will discharge this mortgage without charge to me. I agree to pay all costs to record this mortgage.

any riders of	described below and signed by me.	s and covenants contained in this mo	rtgage and in
N/A Co	mmercial N/A Construction N/A		.,
SIGNATUR	ES:		
XX			
Roy E	2 dua 1-100	0,	
Lisa	D Lee	Yn _X	
ACKNOWL	EDGMENT: STATE OF ILLINOIS, ** The foregoing instrument was ackr	CoolC nowledged before me this % / 0	_ , County ss: day of
	JUNE by & ROY E	LEE & LISA DLEE	
			(Title(s))
Corporate or Partnership	of	(Name of Co	rporation or Partnership)
Acknowledgment	a	on behalf of the cornoration of	r partnership.
	My commission expires:	· Our 4M	ig cr
		(Notary Public)	5
	OFFICIAL SEAL PAUL ROSS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6:21:97		5752

- 5. Expenses. I agree to pay all your expenses, including reasonable attorneys' fees if I break any covenants in this mortgage or in any obligation secured by this mortgage. Attorneys' fees include those awarded by an appellate court. I will pay these amounts to you as provided in Covenant 10 of this mortgage.
- 6. Default and Acceleration. If I fail to make any payment when due or break any covenants under this mortgage, any prior mortgage or any obligation secured by this mortgage, you may accelerate the maturity of the secured debt and demand immediate payment and exercise any other remedy available to you. You may foreclose this mortgage in the manner provided by law.
- 7. Assignment of Rents and Profits. I assign to you the rents and profits of the property. Unless we have agreed otherwise in writing, I may collect and retain the rents as long as I am not in default. If I default, you, your agent, or a court appointed receiver may take possession and manage the property and collect the rents. Any rents you collect shall be applied first to the costs of managing the property, including court costs and attorneys' fees, commissions to rental agents, and any other necessary related expenses. The remaining amount of rents will then apply to payments on the secured debt as provided in Covenant 1.
- 8. Waiver of Homestead Priereby waive all right of homestead exemption in the property.
- 9. Leaseholds; Condominiums; Planned Unit Developments. I agree to comply with the provisions of any lease if this mortgage is on a leasehold. If this mortgage is on a unit in a condominium or a planned unit development, I will perform all of my duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 10. Authority of Mortgagee to Perform for Mortgagor. If I fail to perform any of my duties under this mortgage, you may perform the duties or cause them to be performed. You may sign my name or pay any amount if necessary for performance. If any construction on the property is discontinued or not carried on in a reasonable manner, you may do whatever is necessary to protect your security interest in the property. This may include completing the construction.

Your failure to perform will not preclude you from exercising any of your other rights under the law or this mortgage.

Any amounts paid by you to protect your security interest will be secured by this mortgage. Such amounts will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect on the secured debt.

- 11. Inspection. You may enter the property to inspect if you give me notice beforehand. The notice must state the reasonable cause for your inspection.
- 12. Condemnation. I assign to you the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the property. Such proceeds will be papplied as provided in Covenant 1. This assignment is subject to the terms of any prior security agreement.
- 3. Walver. By exercising any remedy available to you, you do not give up your rights to later use any other remedy. By not exercising any remedy, if I default, you do not waive your right to later consider the event a default if it happens again.
- 14. Joint and Several Liability; Co-signers; Successors and Assigns Bound. All duties under this mortgage are joint and several. If I co-sign this mortgage but do not co-sign the underlying debt I do so only to mortgage my interest in the property under the terms of this mortgage. I also agree that you and any party to this mortgage may extend, modify or make any other changes in the terms of this mortgage or the secured debt without my consent. Such a change will not release me from the terms of this mortgage.

The duties and benefits of this mortgage shall bind and benefit the successors and assigns of either or both of us.

UNOFFICIAL COPY GREENTREE

LEE ACCT# 15712068

LEGAL DESCRIPTION:

LOT 22 IN GEORGE F NIXON AND COMPANY'S DODGE AVENUE RAPID TRANSIT SUBDIVISION IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOW'N AS: 2007 BRUMMEL, EVANSTON, IL 60202 P.I.N. NO. 10-25-103-021

CREEN TREE HOME. Improvement Division Mtg Recording P.O. Box 64379 ST. Paul Mn 55184-9435



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Property of Cook County Clark's Office