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DEPT-01 RECORDING \$27.50
TRAM 9325 11/27/95 14123100
JW *--95-816946
COOK COUNTY RECORDER

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MORTGAGE

275

THIS MORTGAGE ("Security Instrument") is given on 11/27/95
The mortgagor is DAVID A. MARRIED TO DEBRA ALI

("Borrower"). This Security instrument is given to FORD CONSUMER FINANCE COMPANY, INC.
its successors and/or assigns, a corporation, whose address is
187 WING LANE, IRVING, TEXAS 75060

("Lender")

Borrower owes Lender the principal sum of ONE HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FIFTY TWO DOLLARS & 64/100..... dollars (U.S. \$ 113,852.64).
This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, due and payable on 12/15/95. 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 6 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants 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:

LOT 28 IN BLOCK 3 IN RESUBDIVISION OF LOTS 1 TO 48 OF BLOCK 3 OF DERBY'S ADDITION TO
CHICAGO, A RESUBDIVISION OF LOTS 20, 23 TO 29 INCLUSIVE, 33 TO 66 INCLUSIVE, 70, 71, 72,
74, 75, 76, 78 AND 79 OF C.J. HULL'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4
OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS. PERMANENT INDEX NUMBER: 16-09-407-001

which has the address of 5121 23rd Street
CHICAGO, IL 60631 ("Property Address")

THIS DOES NOT CONSTITUTE AS HOMESTEAD PROPERTY FOR THE SPOUSE OF DAVID ALI
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 streams 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 seized 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 taxes. 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.** Borrower 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
payments.

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 (c) secures from the holder of
the lien an agreement satisfactory 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 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.

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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 coverage" 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 economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, 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 abandons the Property or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle 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 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.

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

6. 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 bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender 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 secured 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 disbursed by Lender under this paragraph shall be an additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree 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 any price 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 shall 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 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 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 within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds of this award, 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 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 in interest of Borrower shall not operate to release the liability 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 reason 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 construed to constitute the exercise of any right or remedy.

10. Successors in Interest; Assign, Borrow, Joint and Several Liability. 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 16. Borrower's covenants and agreements shall be binding on any Borrower who co-signs this Security Instrument but does not execute the Note, and co-signing the Security Instrument only to mortgage, grant and convey the Property to Lender and any other Borrower may agree to extend the term of this Security Instrument or the Note without the consent of Lender.

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 to be interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then any such loan charge shall be reduced by the amount necessary to reduce the charges to the permitted limits, and (b) any sums already collected from Borrower which exceeded the 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.

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12. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the 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 mailing it by first class mail or by such other applicable law requires use of another method. The notice shall be directed to the Property Address or another 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; Severability.** 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.

15. **Borrower's Copy.** Lender shall be given one conformed copy of the Note and of this Security Instrument.

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 (including 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 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. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by paragraph 20.

17. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have reinstatement of this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument or the Note. Lender shall be deemed to be enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums secured by this Security Instrument and the Note had no acceleration occurred; (b) cures any default of this Security Instrument, including, but not limited to, any default of the Note; (c) pays all expenses incurred in enforcing this Security Instrument, including reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the sums secured by this Security Instrument and the obligation of the Note are hereby reinstated in fully effective as if no acceleration had occurred. However, this right to reinstate shall not be exercised by Borrower if there is a change 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 or assigned to a third party without prior notice to Borrower. A sale may result in a change in the entity 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, Lender shall give Borrower written notice of the change in accordance with paragraph 13 above and applicable law. The notice shall 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 the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of applicable Environmental Law. The preceding two sentences shall not apply to the presence, use, disposal, or release of Hazardous Substances that are generally recognized to be appropriate to the normal residential use and occupancy of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or private party involving the Property and any Hazardous Substance of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any remedial action is necessary, Borrower shall promptly take the necessary remedial actions in accordance with the Environmental Law.

As used in this paragraph, the term "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, including, but not limited to, asbestos, lead, polychlorinated biphenyls, polynuclear aromatic hydrocarbons, toxic pesticides or products, petroleum substances, flammable or combustible liquids, gases, vapors, or solids, and materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, the term "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to hazardous substances and environmental protection.

20. **Acceleration; Remedies.** Lender may give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless 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 acceleration of the sums secured by this Security Instrument and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further notice and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in enforcing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of any notice.

21. **Lender 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 take possession of and manage the Property and to collect the rents of the Property including those payable to third parties. Rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property, including collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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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 costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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

X Debra Ali

STATE OF ILLINOIS,

Cook County ss

I, the undersigned, a Notary Public in and for said county and state, do hereby certify that Debra Ali, married to Debra Ali, personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free voluntary act, for the use and purposes therein set forth.

Given under my hand and official seal, this 14th day of December, 1995

My commission expires _____

Debra Ali
Notary Public

This document was prepared by

John Casanova
506 Carpenter
Irving X 7506

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