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COOK COUNTY RECORDER

MORIGAGE

THIS MORTG/GE ("Security Instrument") is given on February 15, 1995. The mortgagor is Mildred C. Burton, ("Borrower). This Security Instrument is given to Ronald J. Orloff, whose address is 914 Plainfield Road, Joliet, Illinois ("Lender"). Borrower owes Lender the principal sum of Twenty. Three Thousand and 00/100 Dollars (U.S. \$23,000.00). This debt is evidenced by Borrower's note dated the same day as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on February 16, 1998. 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 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 properties located in Cook County, Illinois:

PARCEL I: Lot 36 in Block 74 in Original Town of Chicago Heights, being a subdivision of parts of Section 20 and 21, township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. COMMONLY KNOWN AS 1616 Hanover, Chicago Heights, Illinois. Permanent Index Number 32-21-320-025 Vol. 015.; and

PARCEL II: The North 6 feet of Lot 39 and all of Lot 40 in Block 80 in the original town of Chicago Heights, a subdivision in Section 21, Township 35 North, Range 14. East of the Third Principal Meridian, in Cook County, Illinois. COMMONLY KNOWN AS 1422 Fifth / venue, Chicago Heights, Illinois. Permanent Index Number 32-21-403-046 Vol. 015.

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 stock 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 selzed 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS 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. Borrower and Lender covenants and agrees as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender shall be applied: first, to late charges due under the Note; second, to interest due; and last, to principal

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 them on time directly to the person owed payment, to be paid under this paragraph. Borrower shall premptly furnish to Lender recalpts evidencing the payments.

Box 64

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Borrower; (a) agree in writing to the payment of the obligation secured by the iten in a manner acceptable to Lender; (b) contest in good faith the iten by, or defends against enforcement of the iten in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the iten or forfeiture of any part of the Property; or (c) secure from the holder of the iten an agreement satisfactory to Lender subordinating the iten to this Security instrument. If Lender determines that any part of the Property is subject to a iten which may attain priority over this Security instrument, Lender may give Borrower a notice identifying the iten. Borrower shall satisfy the tien or take one or more of the actions set forth above within 10 days of the giving of notice.

3. 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 approved which shall not be unreasonably withhold.

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 recitos 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 the 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 willing, any application of proceeds to principal shall not extend or postpone the due date of the monthly paymen's inferred to in paragraph 1 or change the amount of the payments. If under 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; Lectanoids. 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 Lende: aprecs to the merger in writing.

8. Protection of Lender's Rights in the Property; Mortgage incurance. If Borrower falls to perform the covenants and agreements contained in this Security Instrument, or that is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for what ver is necessary to protect the value of the Property and Lender's right 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 attorney's 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 become 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.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with a 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 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 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, 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 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 Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrowers covenant and assignment shall be joint and several. Any Borrowers who co-sign this Security Instrument but do not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any c her Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 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 finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be rejurded 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 without any prepayment charge under the Note.
- 12. Legislation Affecting Lender's Rights. If enactment coexpiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unonforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument.
- 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 mall unless applicable law requires use or another method. The notice shall be directed to the Property Address or any other 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 rederal law and the law of the jurisdiction in which the Property is located. In the event that any provision or cleuse 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. Borrower 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 (or if a beneficial interest in Borrower is sold or transferred and Borrower is not 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 Borrowers fail to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.
- 17. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of ;(a) 5 days

(or such other period 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 had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security instrument, including, but not limited to, reasonable altorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrowers obligation to pay the sum 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.

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

- Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following 18. Borrowers breach of any covenant or agreement in this Security Instrument. 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, 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 non-existence of a default or any other defense of Borlow ar to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lendar at its option may require immediate payment in full of all sums secured by this Security Instrument without rurther demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect sit expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable sitomey's fees and costs of title evidence.
- Lender in Possession. Upon acceleration or abandonment of the Property, and at any time prior to the expiration of any period of reterbotion following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to drier upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of managemen' of he Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
- Releases. 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security instrument and in any rider(s) executed by Borrower and recorded with it.

(Seal)

STATE OF ILLINOIS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mildred C. Burton, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes herein set forth.

"OFFICIAL ST "

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Notary Public Street All From 3 My Commission English 7 (1997)

PREPARED BY AND RETURN TO: Sue A. Gergescz, 914 Plainfield Road, Joliet, IL 60435

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WHEN RECORDED MAIL TO

OPTION ONE MORTGAGE CORPORATION 2020 EAST FIRST STREET, SUITE 100 SANTA ANA, CA 92705

95118549

ATTN: QUALITY CONTROL

Loan Number: 041002025 Servicing Number: 910543-8

DEPT-01 RECORDING \$37.00 746666 TRAN 6671 02/21/95 09132100 44643 1 LC #-95-118547 COOK COUNTY RECORDER

(Space Above This Line For Recording Data).

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on February 16, 1995 MARKIED TO, Kristi L. Taylor ROBERT Z. TAYLOR,

. The mortgagor is

("Borrower").

OPTION CUP MORTGAGE CORPORATION, A CALIFORNIA CORPORATION This Security Instrument is given to CA FORNIA , and whose which is organized and existing under the laws of address is 2020 E. FIRST STREET, SUITE 100, SANTA ANA, CA 92705 ("Lender"). Borrower owes Lender the principal sum of

THIRTY EIGHT THOUSAND FIVE HUNDRED

aHTOOI/C'I DIA. Dollars (U.S. \$38,500.00

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly Merch 1, 2025 payments, with the full debt, if not paid earlier, due and payable on . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverants and agreements under this Security? Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and couvey to Lender the following described County, Illinois Cook property located in

LOT 12 IN BLOCK 17 IN SOUTH LYNNE, SAID SOUTH LYNNE BEING A SUBDIVISION OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number:	20-19-108-027		
which has the address of Illinois 60636 (Zip Code)	6428 S CLAREMONT AVENUE, ("Property Address");	CHICAGO	[Street, City],
$\mathcal{J}_{\alpha}\mathcal{J}_{\beta}$	lnit. Init.	<u>Init.</u>	Init. ILD10011 (12-07-94)

Box 64