

15674289

UNOFFICIAL COPY Prepared by & Return to:

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Green Tree Financial Corp.
332 Minnesota St.
Suite 610
St. Paul, MN 55101-1311

95149245

GT-15-14-050 (8-90)

This instrument was prepared by

Jennifer [unclear]

MORTGAGE

DEPT-01 RECORDING \$27.50
T#0008 TRAN 8464 03/03/95 10:46:00
#5087 JB *-95-149245
COOK COUNTY RECORDER

THIS MORTGAGE is made this 17 day of January, 1995
between the Mortgagor, **Paul J Eckhardt**
herein Borrower, and the Mortgagee, **HOMEMAKERS REMODELING, INC.**
a **Corporation** organized and existing under the laws of **Illinois**
whose address is **3943 WEST CARTON, SKOKIE, IL 60076**

With this Borrower is indebted to Lender in the principal sum of **US \$ 10921.80**
which indebtedness is evidenced by Borrower's note dated 1-17-95 and extensions and renewals
thereof therein. Note is providing for monthly installments of principal and interest, with the balance of indebtedness,
if not sooner paid, due and payable on Approximately 120 months from disbursement date

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 County of **COOK**, State of
Illinois.

**Lot 20 Of Apple Tree Of Hazel Crest Unit Number 2 Being A Subdivision
Of Part Of The Southwest 1/4 Of Section 26, Township 36 North, Range
13, East Of The Third Principal Meridian, Cook County, Illinois
According To The Plat Thereof Recorded In The Recorder's Office Of
Cook County, Illinois On August 17, 1971 As Document 21588416, In Cook
County, Illinois. 28-26-310-020**

which has the address of **17219 Springtide Ln** **Hazel Crest**
(Street) (City)
Illinois **60429** (herein Property Address)

Including 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 for the leasehold estate if this Mortgage is on a leasehold are
hereinafter referred to 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 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.

ILLINOIS

NOTARIAL PUBLIC STATE OF ILLINOIS

GT-15-14-050 (8-90)

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Cook County Clerk's Office

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account only for those terms which are provided

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recodation, if any.

21. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

9510015

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

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 the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage

Paul J. Eckhardt
Paul J. Eckhardt

Borrower

Borrower

STATE OF ILLINOIS, County ss:

I, Rosa M. Munoz, a Notary Public in and for said county and state, do hereby certify that Paul J. Eckhardt personally known to me to be the same person(s) whose name(s) is 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 uses and purposes therein set forth.

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

My Commission Expires

"OFFICIAL SEAL"
ROSA M MUNOZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 8/4/98

Rosa M. Munoz
Notary Public

(Space Below This Line Reserved For Lender and Recorder)

Prepared by and Return to
GREEN TREE FINANCIAL CORP.

Home Improvement Department
SUITE 610 332 MINNESOTA STREET
ST. PAUL, MN 55101

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Even on 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 10 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 certified 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 certified 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 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 the extent 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 recording 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 therein is sold or transferred to a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, 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.

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 30 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 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 and costs of the foreclosure, including, but not limited to, reasonable attorneys' fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstatement. 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 terminated at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which are due under the Note and the Note and no acceleration occurred, (b) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in connection with the acceleration of the sums secured by this Mortgage, (c) Borrower pays all reasonable attorneys' fees and other expenses incurred by Lender in enforcing the sums secured by this Mortgage, and (d) Borrower pays all sums secured by this Mortgage and the sums secured by this Mortgage shall continue uninterrupted. Lender shall not be deemed to have exercised its acceleration if it has not received all sums secured by this Mortgage and other expenses and attorneys' fees and costs of the foreclosure and the obligations secured hereby shall remain in full force and effect until no acceleration has occurred.

19. Assignment of Rights; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the terms of the Property, provided that Borrower shall first give to acceleration under paragraph 17 hereof an abandonment of the Property, have the right to collect and retain such sums as they become due and payable. Lender's acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and in manage the Property and to collect the rents of the Property including those payable to the Property, and the receiver shall be appointed by the court to the extent of the Property. All rents collected by the receiver shall be applied to the payment of the sums secured by this Mortgage, and the receiver shall be liable to the lender for the sums so collected.

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AFFIDAVIT OF IDENTITY

THE STATE OF ILLINOIS
COUNTY OF COOK KNOWN ALL PEOPLE BY THESE
PRESENTS:

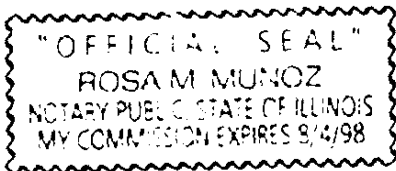
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC ON AND FOR
COOK COUNTY, ILLINOIS, ON THIS DAY
PERSONALLY APPEARED PAUL ECKHARDT WHO STATED ON HIS/HER
OATH AS FOLLOWS:

THAT MY NAME IS Paul J Eckhardt
Vested

AND I AM ONE IN THE SAME PERSON AS Paul Eckhardt
(as signed on mortgage/deed)

X Paul Eckhardt
Paul Eckhardt

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS DAY OF
FEB. 1 1995



Rosa Munoz
NOTARY PUBLIC IN AND FOR THE
STATE OF ILLINOIS

951-192-15

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Property of Cook County Clerk's Office