UNOFFICIAL COPY When Recorded Return to: PERSONAL FINANCE COMPANY.

PERSONAL FINANCE COMMANI	- Land and a	
P. O. Box 186		·
Olympia Fiolds, IL 60461		
193092	95297956	- DEFT-01 RECORDING \$27.5 140000 TRAN 1542 05/05/95 14:58:00
	,	COOK COUNTY RECORDER
10-20-01	C Macao (Space	Above This Line For Recorder's Use)
/SI AMERICAN LITT	12 CO81975	1-262-
REAL EST	TATE MO	RTGAGE
C/X,		9923790
THIS MOHTGAGE is made this the day of	<u>Млу</u>	1995, between the
Mortgagor, Montgue M. Pleron, Mingle, i	never married "Borrower"), and the Morte	agee, Personal Finance Company
	a corporation of	rganized and existing under the laws of the State of
Delaware, whose address is 3612 W. Lings	In Hwy. Olympi	<u>a Fields, IL 60461</u> 'Lender").
WHEREAS, BORROWER is indebted to Lender In		
		ndebtodness is evidenced by Borrower's Note dated
of the indebtedness, if not sooner paid, due and payable		stallments of principal and interest, with the balance
To secure to Lender the repayment of the indebtedn	iass evidenced by too Note,	with interest thereon, the payment of all other sums.
with Interest thereon, advanced in accordance here		
performance of the covenants and agreements of Borrower has the property as described on page three of this document, is		
releasing and walving all rights under and by virtue of the ho	omestoad exemption laws of ti	Sists of Lilinoin
Together with all (liv improvements now or her allached to the property, all of which, including replacer	eallor erected on the proper ments and additions thereto	erty and all rents and all lixtures now or hereafter
property covered by this Mortgage; and all of the loregoing, t	together with said property are	o herein rais rad to as the "Property".
Borrower covenants that Borrower is lawfully set convey the Property, that the Property is unencumbered,	zed of the estate hereby c	onveyed and has the right to murigage, grant and
igainst all claims and demands, subject to any declaration:	s, easements or restrictions (frant and detend generally the title to the Property
ille insurance policy insuring Lender's interest in the Property	y. · ,	11:
Borrower and Lender covenant and agree as follows:		it on the indebtedness evidenced by the Note,
repayment and late charges as provided in the Note and	the principal of and interest	t on any future advances secured by this Mortgage.
Unless applicable law provides otherwise, all p	sayments received by Lender	r under the Note and paragraph 1 hereof shall be
pplied by Lender first to interest payable on the Note, sture advances.		
3. Borrower shall pay all taxes, assessments and	other charges, lines and i	impositions attributable to the Property which may
usin a priority over this Mortgage by making payment, when	due, directly to the payee ther	real.
4. Borrower shall keep the improvements now exis- cluded within the term "extended coverage" and such a	King or herealter erected on	the Property insured against loss by lire, hazards
cluded within the term "extended coverage", and such of a Lender may require. The insurance carrier providing	uivi nazarus as Lender may the insurance shall be sho	require and in audit antounus and for such persons is an by Borrower, subject to approval by Lander:
Ovided, that such approval shall not be unreasonable	y Withheld. All Insurance i	policies and renowals thereof shall be in form
ceptable to Lender and shall include a standard mortgages of 5. Borrower agrees to perform all obligations under an	ciause in favor of and in form By prior mortgage or lien and k	acceptable to Lender. seep the Property in good repair and shall not commit

Initials 212

waste or permit impairment or deterioration of the Property.

Form C 15 A 11/94

6. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be future advances secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder. In the event Sorrower files for bankruptcy protection, the Borrower agrees to pay interest from and after the date of such filling at the rate of interest specified in the Note.

7. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless otherwise agreed by Lender in writing, the proceeds shall be applied to the sums secured by this Mongage, with the excess, if any, paid to Borrower.

Unless Lunce: and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or unless Lunce: and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or unless Lunce: and Borrower otherwise agree in writing any such application of proceeds to principal shall not extend or

postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interes 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.

10. 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. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Londer's right to accelerate the maturity of the indebtedness secured by this Mortgage.

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded

by law or equity, and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective

successors and assigns of Lender and Borrower.

13. Except for any notice required under applicable less to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by ce tilled 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, return receipt requested, to Lender's address stated herein or to such unar address as Lender may designate by notice to Borrower as provided herein.

14. This Mortgage shall be governed by the laws of the State where the Property is located.

15. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

16. 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 mail notice to Borrower as provided in paragraph 13 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 foreclusive proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option 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 of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no societation occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's lees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower,

this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 16 hereof 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 enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the 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 Mortgage, Lender and the receiver shall be liable to account only for those rents actually received.

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19 Upon payment of all sums secured by their Mortgage, Londor shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any

20. Borrower hereby warves all right of homestead exemption in the Property.

21. If all or any part of the Property or any interest in it is sold or transferred without Lander's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. This option shall not be exercised if the exercise of me option is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration and Borrower shall have 30 days from the date that notice is delivered within which Borrower may pay all some 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 and applicable law without further notice to the Borrower.

22. Berrower shall not cause or permit the presence, use, disposal, storage, or release on or in the Property of any substance defined as toxic or hazardous by any Environmental Law (federal laws and laws of the jurisdictions where the Property is located that relate to health, safety or environmental protection). Borrower shall not do, nor allow anyone also to do, anything affecting the Property that is in violation of any Environmental Law. The preceding shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances

that are generally recognized to be appropriate to normal residential uses and for maintenance of the Property.

23. Ouring the thirty day period beginning on a date——years from the date of the Note and a thirty day period every—years thereafter, until all sums due under said Note are paid in full, Lender shall have the option to require payment in full of the sums secured by this Mortgage. If Lender elects to exercise this call option, notice of such election shall be given to Borrower who shall pay all such sums to Lender on the prime at date specified in the notice, which date shall be at least 60 days from the date of mailing. If Borrower fails to pay such sums when due, kender may invoke any remedies permitted by this Mortgage.

O _A	
IN WITNESS WHEREOF, Barrower has executed this Martyage.	
	•
This instrument was prepared by:	
June Brine	(BIGNATURE OF BORROWER)
(SIGNATURE OF PREPARER)	(BIGNATURE OF BORROWER)
Tina Ricci	Monique M. Pieron
(PRINTED NAME OF PREPARER)	(TYPED OR PRINTED NAME OF BORROWER)
3612 W. Lincoln Hwy.	
(ADDRESS)	(SIGNATURE OF BORROWER)
Ç	(diditions of something
Olympia Fields, IL 60461	
(ADDRESS)	(TYPED OR PRINTED NAME OF BORROWER)
	C'y
STATE OF Illinois	· O _A
> \$5:	4,
COUNTY OF Cook	'\C
I, a Notary Public, in and for the said County in the State alore	said do haraby cartity that Monifile M. Pieron.
	personally known to me to he the same person(s) whose
name(s) 18 subscribed to the foregoing instrument appeared before	
signed, sealed and delivered the said instrument as her ow forth, including the release and waiver of the right of homestead.	n free and voluntary act for the uses 200 ourposes therein set
Total, more unity and release and warrer or the night of notice aces.	
Given under my hand and Notarial Seal this _4th_day of _M	A.9., 1995
$A \cdot A$	Il Viana Attack
My County of Residence	N WALVA AND X /1 105
my obality of the side in the	(SIGNATURE OF NOTARY PUBLIC)
My Commission Expires	ALARM OF BUILDED PASSE OF NOTAGE BUILDING
- Call	(TYPED OR PRINTED NAME OF NOTARY PUBLIC).
"OFFICIAL BALLEY	
DENIES 1 BALLEY MOFFICIAL BALLEY MOFFICIAL BALLEY	
Form C 15 B 11/94 Form C 15 B 11/94 Notary Public Fan rec 6 17/97 Notary Chamber Fan rec 6 17/97 Notary Chamber Fan rec 6 17/97	Initial 11. F.
194 Chamber of the Annual Control of the Control of	(III)

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION

LOT 11 IN BLOCK 10 IN GOLDEN GATE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, PODORTH OF COOK COUNTY CLOTH'S OFFICE ILLINOIS.

Community Known As:

13250 S. St. Lawrence

Chicago, IL 60627

Form C15/R13 C 11/94

Permanent Index Number(s):

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