96498421

* \$27.50 DEPT-01 RECORDING T#0011 TRAN 2251 06/27/96 14:53:00 \$1026 \$ RV #-96-498421

COOK COUNTY RECORDER

DEPT-10 PENALTY

\$24.00

(Space Above This Line For Recording Data) ____

MORTGAGE

THIS MORTGAGE ("Security In strument") is given on The mortgagor is CLAUDE SHANE WES.

06/18/96 AND MILDRED A WEST, HIS WIFE

("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY. INC its successors and/or assigns, a NEW YORK corporation, whose address is corporation, whose address is 250 EAST CARPENTER FREEWAY IRVING, TEXAS 75062

("Lender").

Borrower owes Lender the principal sum of THIRTY SEVEN THOUSAND NINE HUNDRED THIRTY FOUR AND 60/100----- dollars (U.S. \$ 37 934 60 1 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 du) and payable on 07/01/99. 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, a lyanced under paragraph 6 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 convey to Lender the following described property located in \$100K County, litinals:

LOT 40 AND THE NORTH 10 FEET OF LOT 39 IN BLOCK 9 IN JAMES K. MANN'S ADDITION TO PULLMAN, A SUBDIVISION OF BLOCKS 7, 8 AND 9 IN ALLEN'S SUBDIVISION OF THE WIST 49 ACRES OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE TRIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN 25-21-426-019

which has the address of 11826 S LASALLE CHICAGO IL 60628 4201619LB 34

("Property Address"); (

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 seised 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

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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* 12. Legislation Affecting Lender's limits if enactment of expiration of application was the effect of rendering wany provision of the Note of this Security Instrument user forceasing 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

typeragraph 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 unless applicable law requires use of 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 thirst class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice to the chiral for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

sprovided 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. 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 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

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. Borrower fails 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 Sccurity 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. In the lender of the property pursuant to any power of sale contained in this pays Lender all sums vibic him then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of via other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, by on timited to, reasonable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lie in this Security Agreement, Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security. Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation sectived hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply it the case 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 one or m

Property that is in violation of any Environmental Lw. The preceding two sentences shall not apply to the presence use, or storage on the Property of small quantities of Hazar-cus Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice if any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance of Environmental Law of which Borrower has actual knowledgr. Substances or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial a tions in accordance with the Environmental Law.

As used in this paragraph, "Hazardous Substances" are those other flammable or toxic petroleum products, toxic pesticides or herbicides, volatile solvents, materials containing an bestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration: Remedies, Lender shall 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 of lowing Borrower's breach of any covenant or agreement in this Security. Instrument (but not prior to acceleration of the unless applicable law provides otherwise). 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 he default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in scenario of the sums secured by this Security Instrument, foreclosure by judicial proceeding a

the Property including those past due. Any 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 e.j., premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

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4. Hazard Insurance Borrows shill like the improvements now elisting a hyreafter erected on the Property insured against loss by fire, a saids natured within the term Jextended lovering 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 shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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.

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 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 whetever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's nay include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable afternival 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 disburser' 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

Security Instrument. Unless Sorrower 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.

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7. Inspection. Lender or its reent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time or 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 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 'ol'owing 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.

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, 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 payagraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Vox 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 cur, hall 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 for paymence by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

made by the original Borrower or Borrower's successors in Interest. Any force-trance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. 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 joint and several Law Borrower who co-signs this Security Instrument but does 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; in not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other 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.

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 cullected 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 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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 Instrument without charge to Borrower. B 	sums secured by this security natrument. Lender shall release this Secured for shall pay any recordation costs. For waives all right of homestead exemption in the Property.
BY SIGNING BELOW, Borrower acco	epts and agrees to the terms and covenants contained in this Security Agreemen
C	x Claude Share Elect
8 · · · ·	CLAUDE SHANE WEST
7	* Millian H. West
1	MILUMED A WEST
STATE OF ILLINOIS,	County ss:
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STATE OF ILLINOIS,	Croh	County ss:		
hereby certify that () and Thank	Vext & m	, a Notary Public in as		
personally known to me to be the same person				_ subscribed to the
foregoing instrument, appeared before me this di		acknowledged that	_ ⊀ he <u>/</u> si	igned and delivered
the said instrument as full free voluntary act, for			,	
Given under my hand and official seal, this _	18 day	of Cours		. 1996
My commission expires:	(XIX)	Notary I	Public	
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