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#21.50 Thomas TRAN 120 - 77 Puryo 1011 19:00 #3558 t 1 M # - 25 - 57 B & 9 1.3 COOK COUNTY RESPONSE

41221	16-20-236071	MOKIGAGE	
X	If box is checked, this	mortgage secures future advances.	
	ORTGAGE is made		19 96, between the Mortgagor,
DAVID	A BAKER AND FRA	ANCES BAKER, HUSBAND AND WIFE IN JOINT	TENANCY
(herein "	Borrower"), and Mor	Igage HOUSENOLD FINANCE CORPORATION LI	
a corpora	tion organized and ex	isting under the laws of DELAWARE	whose address is
10000	S RIDGELAND AVE	CHICAGO RILIGE, IL 60415	
(herein	Lender").	OZ	
The follo	wing paragraph prece	ded by a checked box is applicable.	
	WHEREAS, Borrowe	er is indebted to Lender in the principal sum of \$	
evidenæd	by Borrower's Loa	in Agreement dated ar	d any extensions or renewals thereof
		ny Renegotiable Rate Agreement) (here n "Note"),	
		g any adjustments to the amount of payments or sidness, if not sooner paid, due and payable on	the contract rate if that rate is variable,
WILL LIFE !	Analice of the midsole	ditess, it not sooner paid, due and payable on	
		er is indebted to Lender in the principal sum of \$	
		t to Borrower's Revolving Loan Agreement da	
		of (herein "Note"), providing for morthly installm to, including any adjustments in the interest rate if t	
		ipal sum above and an initial advance of \$14,000.	
			0,5
		der the repayment of (1) the indebtedness eviden	
		ontract rate is variable; (2) future advances under a with interest thereon, advanced in accordance he	
		mance of the covenants and agreements of Borr	
		onvey to Lender and Lender's successors and as	
located in	the County of	COOK	State of Illinois:
which has	the address of 888		TINLEY PARK
		(Street)	(City)
lllinois _	60477	(herein "Property Address");	
	(Zip Code)		

ORIGINAL

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TOGETHER 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 (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to 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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. This mortgage secures all payments of principal and interest and other amounts as provided in the Note. The contract rate of interest and payment amounts may be subject to change as

provided in the note. Borrowers shall promptly pay when due all amounts required by the Note.

2. Funds for Texes and Insurance. Subject to applicable law or waiver by Lender, Borrower chall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, accessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and I ender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on mortally installments of Funds. If the amount of the Punds held by Lender shall not be sufficient to pay taxes, assessments insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. All payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under raragraph 2 hereof, then to

interest, and then to the principal.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Purrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority even this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. 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 such other hazards as Lender

may require

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to chender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, ideed of trust or other security agreement with a lien which has priority over this Mortgage.

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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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the

Property or to the sums secured by this Mortage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.

7. Protection of Lender's Security. 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including

reasonable attorneys fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indep ed less of Borrower 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. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may take 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.

9. Condemnation. 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, subject to the terms of any mortgage, deed of trust or other security agreement

with a lien which has priority over this Mortgage.

th a nen which has priority over this inortgage.

10. Borrower Not Released; Forbearance By Londer Not a Waiver. Extension of 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 forbearing 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

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 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who corsigns this Mortgage, but does not execute the Nov. (a) is corsigning 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) agree 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 Morrower 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 hodge 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

Mor gage 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 Pederal law to this Mortgage. In the event that any provision or clause 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 this end the provisions of this Mortgage and the Note are declared to be severable. As used herein,

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"costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited berein.

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 recordation 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. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower,

invoke any remedies permitted by paragraph 17 hereof.

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

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 10 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 forerower 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 entired to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys fees and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the suns by this Mortgage due to Borrower's breach, 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 acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Porrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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Upon acceleration under paragraph 7 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 manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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 recordation, if any.

21. Waiver of Homestead. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

		DAVID A BAKER	3 oher Borrower
	\mathcal{A}_{α}	FRANCES BAKER	Borrower
STATE OF ILLINOIS,	COOK	County ss:	:
I, <u>STEVEN R TOLIVER</u> DAVID A BAKER AND FRANCES	BAKER NUSBAND AND	and for said county and state NIFE IN JOINT TENANC	e, do hereby certify that
personally known to me to be the same per appeared before me this day in person, and	acknowledged the he	subscribed to the y signed and delivered tary act, for the uses and put	I the said instrument as
Given under my hand and official seal	, this <u>28TH</u>	day of JUNE	, 19 <u>96</u> .
My Commission expires:		Notary Publ	id
OFFICIAL SEAL STEVEN B TOLIVER NOTARY PURLIC STATE OF I MY COMMISSION FXP, AUG	ILLINOIS	This instrument www.	Agrared by:
Notices Amounted that Co. Co. Co.	<u></u>	HOUSEHOLD FINANCS C 10000 S. RIDGALAND & CHICAGO RIDGE, IL 604	
(Space Bel	low This Line Reserved For I	ender and Recorder)	<u>Q</u>

Return To: Household Finance Corporation 577 Lamont Road Elmhurst, IL 60126

12-21-94 Mortgage IL

IL001235

Property of Cook County Clerk's Office

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ISpece Above This Line for Recording Date!

MORTGAGE

THIS HUNDAUGE ("Security Instrument") is given on fift day of FERRURY, 1991. The mortgager to PATID A BAKER AND PRANCES RAKER INVERSE AND PRICE TO SECURITY OF SECURITY AND PRICE TO SECURITY AND PRIC

["Boggowse"] Thirdscurity Instrument is given to MITMORDITAN FIRALTIAL PROTORS COMPONITION, which is organized and existing under the laws of Himmerche, and whose address is \$12 PORAT SITES [ORIGINATED]. Which is organized and existing under the principal sum of SIMIT SIX INCUSAND, and INVISOR and INVISOR OF THE SIX INCUSAND, and INVISOR OF THE SIX INCUSAND and INVISOR OF THE SIX INCUSAND AND ADDRESS OF THE SIX INCUSAND ADDRESS OF THE

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which has the affer a of 1661 RAVISIA DR

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[]linols \$4477 (119 Code)

Proporty Address"1:

TOSTINER WITH all the i provements now or hereafter arested on the property, and all essements, rights, appurtunences, rents, represents universe, it no gas rights and prefits, weller rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shell also be revered by this Security Instrument. All of the foregoing to referred to in this Security Instrument at the "Property

BORNCHER COVERANTS that Borrows: is immiglify seized of the estate hereby conveyed and has the right to entripye, grant and convey the property and that the regrets is ununsumbered, except for encombrances of resord. Borrows warrants and will defend generally the title to the property against all eleine and demands, subject to any encombrances of record.

THIS SECURITY INSTRUMENT combines uniform a security for national use and non-uniform sevenents with limited variations by jurisdiction to constitute a uniform excurity fullyment severing real property.

PRINCE COVERNITE INSTRUMENT underlines uniform severity inclument towering real property.

UNSINGH COVERNITE, Berrower and Lender sovement and dy us at follows:

1. Proposed of Felmelped and Index sol; Tragagemak and Las Charges Betrower shall promptly pay when due the principal of land indused on the data arisenced by the flots and my propayment and lete charges due under the Mele.

2. Funda for Taxes and Insurance, subject to applicate a property over this Benerit the Mele and Control of the Co

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Property of Coot County Clert's Office

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