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CHOR COURTY RECORDER

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### MORTGAGE

THIS MORTGAGE ("Security Invarument") is given on 07/19/98 The mortgagor is MARY J. ROBBINS 🛠 W. (COW)

("Blottower"). This Society Instrument is given to FORD CONSUNER FINANCE COMPANY, INC. its stincersors and/or assigns, a NEW YORK corporation, whose address is corporation, whose address is IRVING, TX 75082 250 E. JOHN CARPENTER FREEWAY

("Lander").

This field 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, and and payable on 0/18/11. 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 extranced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's coverance and agreements under this Security Instrument and the Note, For this purpose, Borrower does hereby mortgage, grave and convey to Lender the following described property located in COOK.

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND HADE A PART HEREOF

LAWYERS TITLE INSURANCE CORPORATION

which her the address of 8838 SOUTH INGLESIDE AVENUE CHICAGO, IL 60837

("Property Address");

TOBETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, range, rayalties, mineral, oil and gas rights and profits, water rights and electronic 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 martigage, 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 Lander 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 lessehold payments or ground rents, if any, Borrower shall pay on time directly to the person owed payment. Borrower shall promptly furnish to Lander receipts evidencing the

Betrewer 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 Lander's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (a) secures from the holder of the lien an agreement natisfactory to Lander subordinating the lien to this Security Instrument. If Lander 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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4. Hazard Insurance. Serrows their keep the improvement now existing a hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lander 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 approval which shall not be unnascrably withheld.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause Lender whall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lander all regulpti of peld premiums and renewal notices. In the event of loss, Borrower shall give prompt notices 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 demaged, 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 Bolrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offund 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 writing, any application of proceeds to principal shall not extend or positions 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 Lander, Borrower's right to any insurance policies and proceeds resulting from carnage 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.

Security instrument itemediately prior to the acquisition.

Ii. Preservation and Maintenance of Property: Lesseholds. 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 lessehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the lessehold and feel title shall not merge this of ender agrees to the merger in writing.

15. Protection of Lender Prights in the Property. If Borrower falls to perform the covenants and agreements or intained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a properding in penkruptcy, probate, or condemnation or to emission by regulations), then Lender's and a property in the Property and I ander's rights in the Property. may do and pay for whitever is necessary to present the value of the Property and Lander's rights in the Property. Lander's actions may include paying any sums recursed by a lien which has priority over this Security Instrument, appearing in court, physical reasonable attentions free and entering on the Property to make repairs. Although Lander may take action under this paragraph. Lender does not have to do a...
Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this

Spanity Instrument. Unless Borrower and Lender egreet to other terms of payment, these amounts shall bear interest from the daily of disbursement at the Note rate and rively be payable, with interest, upon notice from Lender to Borrower

requesting payment.

II, Inspection, Lender or its agent may make remonable entries upon and inspections of the Property, Lender shall

give ligrower notice at the time of or prior to an inspection specific reasonable cause for the inspection.

III. Condemnation. The proceeds of any award or claim for damages, direct or onnectional, in connection with any condernation or other taking of any part of the Property, or for conveyance in field of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds the libe applied to the nume secured by this Security limitations, whether or not then due, with any excess paid to Borrows, in the event of a partial taking of the Property, unless Borrower and Londer otherwise agree in writing, the nume secured by this Security Institutent shall be reduced by this impount 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 the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender is someone that the condemnor offers to make an award or settle a claim for damages, therrower falls to respend to Lender wider, 30 days after the date the notice is giren. Lender is authorized to collect and apply the proceeds, at its option, sither a constraint or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

timiese Lender and Borrower otherwise agree in writing, any application of preced to principal shall not extend or

postpone the due date of the monthly payments referred to in paragraph 1 or change the arm ont of such payments.

II. Borrower Not Released: Forbearance By Lender Not a Walver. Extension of the sime fer 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 cureessers in Interest. Lender shall not be required to sommence proceedings against any successor in interest or refuse to example time for payment or otherwise modify amortication of the sums secured by this Security Instrument by resempled any demand and the property in the priginal Borrower or known as according to interest. Any ferbearance by Lender in exercising any right or

anally by the original softwar or hortowers successors in interset, any revealance by Lenter in exercising any right or remedy.

10. Successors and Assigns Sound; Joint and Several Liability; Co-signers. The covariants and agreements of this Security Institution of shall bind and benefit the exocessors and assigns of Lender and Softwar, subject to the provisions of pangingh 16. Borrower's coverants and agreements shall be joint and several. Any Borrower who co-signs this Security Institution to but does not execute the Nets: (a) is co-signing this Security Institution to the property under the terms of this Security Institutions. (b) is not personally obligated to pay the successor and solvers to the Property under the terms of this Security Institution. the sums secured by this Security instrument; and (o) agrees that Lender and any other Correwer may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Nete Without

that lipnower's consent.

11. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan chiriling and that law is finally interpreted so that the interest or other lean charges collected or to be collected in commission with the loan exceed the permitted limits; then: (a) any such loan charge shall be reduced by the amount nairalized 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 award until 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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172 Legislation Affecting Condit's Rights. If undergoth of Application of applicable leve has the effect of rendering any provision of the Note or this Segurity Instrument Unenforceable 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

paragraph 16.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing ill by first class mall 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 first class in all 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 Berrower or Lender when given as provided in this Security Instrument shall be deemed to have been given to Berrower or Lender when given as according to the provided in this Security Instrument shall be deemed to have been given to Berrower or Lender when given as according to the provided in this Security Instrument shall be deemed to have been given to Berrower or Lender when given as

provided in this paragraph.

The Boverning 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 wan 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 Seneficial Interest in Borrower. If all or any part of the Property or any interest in it 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 the data of this Security Instrument.

If Lighter 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 Sacurity instrument is corrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

remedies permitted by the Sourity Instrument without further notice or demand on Borrower. Borrower's Right to Painstate. If Borrower meets certain conditions. Borrower shall have the right to have enforcement of this Security instrument of this Security instrument of this Security instrument of this Security instrument or (b) entry of a judgment enforcing this Security instrument. Those conditions are that Borrower. (a) pays issider all sums which then would be five under this Security instrument and the Note had no acceleration occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, rear on ble attorneys' feet; and (d) takes such action as Lender may resonably require to assure that the lien of this Security Agreement Lender's rights in the property and Borrower's obligation to pay the stims secured by this Security Instrument and the obligation secured hereby shall certain fully effective as if no accoleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

If 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 more times without prior notice to Borrower. A sale may result in a change in the entity

instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicus unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Services and the address to which payments should be made.

The notice will also contain any other information required by application aw.

1th Hazerdous Substances, Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazerdous Substances on or in the Property. Borrower shall not do for allow anyone else to do, anything effecting the Property that is in violation of any Environmental Law. The preceding two rank noss shall not apply to the presence, use, or standal on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Reprover shall promptly give Lander written notice of any investigation, their demand, lawsuit or other action by any igniferemental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Berrower has actual knewledge. If Borrower legims, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance Substance Substance III and in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Emirror mental Law and the following substances: gasoline, kerosene, other flammable or "said paragraph," Environmental Law meterials containing asbestos or formaldehyde, and rediscative 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.

located that relate to health, safety or environmental protection. of any movement or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 16 unless applicable law provides otherwise). The notice shall specify: (a) the default (b) the action required to ours the default (c) a date, not less than 30 days from the date the notice in given to Borrower, by which the default must be cured; and (d) that fallow to cure the default on or before the date specified in the notice may result in asseleration of the sums secured by this Simpurity 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 nemexistence of a distant or any other defense of Borrower to asseleration and foreclosure. If the default is not cured on or before the date appointed in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security. Instrument without further demand and may forestose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to.

reasonable attorneys' fees and costs of title evidence.
21. Lender in Possession. Upon acceleration under paragraph 20 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lander (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. Any rents collected by Lander Gr the receiver shall be applied first to payment of the coets of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on

receiver's bonds and reasonable attornays' fees, and then to the sums secured by this Security Instrument.

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This document was prepared by: + Mail to:
Ford Insurner Finance

250 E. Carpenter. Irving, OTY 75062 OFFICIAL SEAL
MARTHA MARTZ
COMMISSION EXPIRES 11/21/96

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### LEGAL DESCRIPTION:

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s and 4 inches there.

1/2 of the Northwest the Third Principal Mers.

30 23 - (3) - (3) - (3) - (3) Lot 8 (except the North 33 feet and 4 inches thereof) and Lot 9 (except the South 33 feet and 4 inches thereof) in Block 11 in Woodlawn Ridge, a Subdivision in the South 1/2 of the Northwest 1/4 of Section 23, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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