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After recording return to: The Money Store/Packaging P.O. Box 160128 Sacramento, CA 95816-0128

DEPT-01 RECORDING

\$35.50

T00014 TRAN 9149 10/25/94 13:23:00

47334 1 JW #-96-814019

COOK COUNTY RECORDER

Propared by: Denise Glametta 745 Mcclintock Drive #340 Burr Ridge, 12, 60521

MORTGAGE

0083805820

THIS MORTOAGE ("Security Instrument") is made this Eighteenth Day of October, 1996 between the Mongagor, Glent E. Woody And Donna Woody. His Wife

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store which is organized and existing under the laws of New Jersey

> and whom address is 745 Mcclintock Drive #340. Burn Ridge, (horoin "Lender").

IL 60521

WHEREAS, Borrower is indebted to Lender in the principal sum of Eighty-Three Thousand and 00/100 Dollars (U.S. \$83.000,00 tagether with interest, which indebtedness is evidenced by Borrower's note dated. October 18, 1996

(the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtodness, if not sooner paid, due and payable on November 1, 2011

TO SECURE to Londor the repayment of the indebtedness soldereed by the Note, with interest thereon; extensions and renewals of the Note; the payment of all other sums, with interest theree;, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of flurrower contained in this Mortgage, Borrower does hereby mortgage, grant, conton and warrant to Londer, the following described property located in COOK County, Illinois:

(SEE EXHIBIT 'A' ATTACHED)

INTEGRITY TITLE 2510 E. DEMPSTER STRUET SUITE 110

DES PLAINES, IL 60018

being the same property commonly known as: 7806 W 82nd Place, Bridgeview, IL 60455

("Property Address")

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TOGICTHER 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 Security Instrument. All of the foregoing, together with such property (or the leasehold estate if this Security Instrument is on a leasehold) are called the "Property."

Borrower covenants that Borrower is lawfully selsed 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 warrants and obvenants that Dorrower will defend generally the title to the Property against all claims and demands, subject to encumbrances of record. Borrower further warrants, represents and covenants as follows:

- Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.
- 2. Funds for Taxes and Insurance. If required by Londer, and subject to applicable law, Bostower shall pay to Londer on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may analy priority over this Security Instrument as a tien on the Property; (b) yearly leasehold payments or ground rents on the Property, it any; (c) yearly bazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold flunds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Bostower's excrow account under the federal Real Estate Scattement Procedures Act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("NUSPA"), unless another law that applies to the Funds sets a leaser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the fiscrow Items. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or vorifying the Riscrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to may a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 accurity for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the arment of the Funds held by Londer at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Fortuner in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

Application of Payments. All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon temand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received Couler Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, if any, 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 ever this Security Instrument, and leasehold payments or ground rents, if any.
- 5. Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by tire, hazards included within the term "extended coverage," flood and any other hazards as Lender may require, from time to time, and in such amount and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. All insurance policies and renewals thereof shall be in a form acceptable to Londer and shall include a standard mortgage clause in favor of and in a form acceptable to Londer shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of the or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement of Lender of any proceeds made by check or other draft.

Unless Lender and Correwer 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 tessened. 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 distrument, whether or not then due, with any excess paid to Borrower.

Unless Lender and Horrower 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 Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 18 the Property is acquired by Under, Horrower'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.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether are not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payer on any payment of insurance proceeds when Lender's notice to insurer of Lender's interest in the insurance proceeds.

In the event of loss, Borrower shall give prompt notice to the incurance carrier and Londor. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower thils to respect to Lender within 30 days from the date notice is malled by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits. Lender is sufficient to collect and apply the insurance proceeds at Lender's option either to restantion or repair of the Property or to the sums secured by this Security Instrument.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Presionments. Borrower shall keep the Property in good repair and shall not commit not permit wasto of impairment or deterioristion of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument 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-haws and regulations of the condominium or planned unit development, and constituent documents.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property of applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

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shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

- 7. Loan Application Process. Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.
- 8. 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, for condemnation, forfeiture, or to enforce laws or regulations), then Lender may de and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any authors secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' reasonable attorneys' reasonable attorneys' reasonable attorneys' reasonable not the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Coulder does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain a Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, united prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 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 the date of disbursement at the Note rate and shall be payable, with interest, upon demand of Lender.

- 9. Morigage Insurance. If Lender required morigage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
- 10. Inspection. Lender may make or cause to be made resumable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.
- 11. Condemnation. The proceeds of any award or claim for damage, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveying in her 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 Security Instrument.

In the event of a total taking of the Property, the proceeds shall be applied to the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the aums secured by this Security Instrument immediately before the taking, 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 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 Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking in less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is shandoned 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 of the symm 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 Paragraphs 1 and 2 or change the amount of such payments.

12. Borrower Not Released; Forbearance By Lender Not a Waiver; Acceptance of Partial Payment. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower shall not operate to release, in any manner, the liability of the original

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Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may 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 and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

- 13. Successors and Assigns Bound; Joint and Several Liability; 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, orbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's content.
- 14. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or it such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class 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 Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 15. Governing Law; Severability. The state and local laws applicable to this Security Instrument 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 Security Instrument. 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, and to this end, the provisions of this Security Instrument and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all same to the extent not prohibited by applicable law or limited herein.
- 16. Borrower's Copy. Horrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.
- 17. 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 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. If 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.

Acceleration; Remedies. Except as provided in Paragraph 17 heroof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 heroof 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 malled to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or inform the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelesure by judicial proceeding and sale of the Property.

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The notice shall further inform Borrower of the right to reinstate this Security Instrument after acceleration and the right to bring a court action or to assert in the judicial proceeding the notice/istence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specifical in the notice, Lender, at Lender's option may declare all of the sums secured by this Security Instrument to be immediately due and payable without further formand and may foreclose this Security Instrument by judicial proceeding and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports, even if the breach is cured prior to the completion of any foreclosure.

- Borrower's Right to Relustate. Notwithstanding Lender's acceleration of the sums secured by this Security Instrument due to Borrower's breach, subject to limitations of applicable law, Borrower shall have the right to have any proceedings begun by Lender to enforce this Security Instrument discontinued at any time prior to the expiration of ninety (90) days (or such one; period as applicable law may specify for reinstatement) from the date that Borrower has been served with summons or by publication or has otherwise submitted to the jurisdiction of the court in which such proceedings will begin, if: (a) Borrower says Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) Torrower cures all breaches of any other covenants or agreements of Borrower contained in this Security Instrument; (c) Borrower pays all reasonable attorneys' fees, trustees' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Security Instrument. Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unimpaired. Upon such payment and cure by Borrower, this Security Instrument and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. Tols right to reinstate shall not apply, however, in the case of acceleration pursuant to Faragraph 17.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 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 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, talle rossession 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 attorneys' fees, and then to the sums secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

Hazardous Substances. Borrower shall not cause or permit the presence, are, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone rise to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or atorage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, havens or other action by any governmental or regulatory agency or private party involving the Property and any Harardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any povernmental 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 actions in accordance with Environmental Law.

As used in this Paragraph 21, "Horardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 22. Rolense. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.
- 23. Walvor of Homostead. Borrower waives all right of homostead exemption to the Property.

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司をおける BY SIGNING HELOW, Horrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(x) executed by Horrower simultaneously herewith and attached hereto-

INSURANCE COVERAGE NOTICE

Unless Borrower provides Londer with evidence of the insurance coverage required by this Security Agreement, Londer may purchase lusurance at florrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel my insurance purchased by Londer, but only after providing Londor with evidence that Borrewer has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with placement of the insurance until the effective date of the

Glann E Woody Glorower (Print Name)	Dorna Woody Bornwer (Print Name)
-Bornswar (Print Namo)	(Seal) -Horrower (Print Name)
STATE OF ILLINOIS, 1. The UNDERSIGNED	Courty as: , a Notary Public in and for said county and state do hereby certify
GLENN E. WOODY AND DOWN	, personally known to me to be the same person(s) whose name(s
delivered the said instrument as their free and voluntary as Given under my hand and official seal, this / PA	1667
My Commission Expires:	Nutsry Public
** "OFFICIAL SEAL" ** My Commission Expires 09/02/99 ** My Com	Construction of Illinois 8

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Property of Coot County Clerk's Office

EXHIBIT "A" **LEGAL DESCRIPTION**

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ECTION 38, TOWNSHIP 38 NL

COOK COUNTY, ILLINOIS.

PD: 18-36-96-061 SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

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Property of Coot County Clert's Office

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