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(Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security in strument") is given on The mortgagor is BETTY WATKINS

("Sorrower"). This Security Instrument is given to FORD CONSUNER FINANCE COMPANY. INC. its successors and/or assigns, a NEX YORK corporation, whose address is 250 E. JOHN CARPENTER FREEWAY TAYING, TX 75082

("Lender"),

Borrower owes Lander the principal sum of SIGHTY EIGHT THUES SOLLARS IND 20/100************ dollars (U.S. S 88.393.20 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, due and payable on 08/02/11. This Security Instrument secures to Lender: (a) the repayment of the debt evider cod by the Note, with interest and all renewals, extensions and modifications; (b) the payment of all other sums, with interest advanced under paragraph 6 to protect the security of this Security Instrument and (c) the performance of Borrower's day against and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, girar and convey to Lander the following described property located in

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND MADE A PART GEREUR

which has the address of 3411 SUTTERFIELD RD. 8ELLN000, IL 80104

("Property Address

TOGETHER WITH all the improvements now or hereafter erected on the property and all easements, rights, appurenances, rents, royalties, mineral, oil and gas rights and profits, water rights and specified all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Scovity instrument. All of the foregoing is referred to in this Security Instrument as the Property.

80RROWER COVENANTS that Borrower is lawfully saised of the estate hereby conveyed at d has the right to mortgage, grant and convey the Property and that the Property is unancumbered, 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 Interset 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: Lions. Sorrower 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 parson owed payment Borrower shall promptly furnish to Lender requipts evidencing the payments.

Borrower shall promptly discharge any tien 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 Lunder; (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 Londer 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 natice identifying the lien. Borrower shall untially the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

Box 64

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Mr. W. K

4. Hazard Insurance. Borrower shall kee: the improvements now existing of here. I greated on the Property insured against loss by fire, hazards included wiinsured against loss by fire, hazards included with the term "extended coverage" and any of the hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The finaurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause, thender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all preceipts of said 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 rentoration or repair is economically feasible and Londer'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.

Unless Lender and Sorrower 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 Lander, 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 lensehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

8. Proteotion of Lunder's Clotta 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 organizate, probate, or condemnation or to enforce laws or regulations), then Lander may do and pay for whatever is necessar, to protect the value of the Property and Lender's rights in the Property, Lender's actions may include paying any sums secured by a flow which has priority over this Security Instrument, apposing in court, paying reasonable attorneys face and enturing on the Property to make repairs. Although Lender may take action under this paragraph. Lender does not have to do so

Any amounts dispursed by Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument, Unless Sorrower and Lender acree to other terms of payment, these amounts shall beer interest from the date of disburgement at the Note rate and shall be payable, with interest upon notice from Lander to Borrower

requesting payment,

7. Inspection. Lender or its agent may make readonable entries upon and inspections of the Property, Lender shall

give Borrower notice at the time of or prior to an inspection apacifying 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 Lander.

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 Lenger otherwise agree in writing, the sums security by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraguen: (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 belongs shall be paid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lander to Corrower that the condemnor offers to make an award or settle a claim for demages, Borrower fails to respond to Lander within 30 days after the date the notice is given, Lander 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 paragraph 1 or change the arrount of such payments.

9. Borrower Not Released: Forbestance By Lender Not it Walver. Extension of the for payment or modification of amortization of the nums secured by this Security Instrument granted by Landar to any successor in interest of Borrower shall not operate to release the liability of the original 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 Bottower or Bottower's successors in interest Any forbeatance 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 governme and agreements of this Security Instrument shall bind and benefit the successors and essigns of Lender and Borrower, subject to the provisions of paragraph 18. Borrower's covenants and agreements shall be joint and several. Any 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 (b) is 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 turms of this Sucurity Instrument or the Note without

that Borrower's consunt.

11. Coan 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 lean charges collected or to be collected in donnation 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 parmitted 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 propayment.

12. Legislation Affecting Lander's Right: If enactment or expiration of applicable is has the effect of rendering any provision of the Note or this Security In: nent unenforceable according to its ten. Lender, at its option, may fequire immediate payment in full of all sums secured by this Security Instrument and may Invoke any semedies 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 it by first class mull unless applicable law requires use of another method. The notice shall be directed to the Property Address of any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lander's address stated herein or any other address Lender designates by nodice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as

provided in this paragraph.

14. Governing Law: Severability. This Security instrument shall be governed by federal law and the law of the funadiction in which the Property is located. In the event that any provision or clause of this Security Instrument of 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 Landar's prior written consent, Landar may, at its option, require immediate payment in full of all sums secured by this Security Instruction. 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, his option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from an 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 Separity Instrument without further notice or demand on Borrower.

17. Borrower's Right to Nevertate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) B days for 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. Those conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no appeleration occurred: (b) cures any default of any other covenants of agreements; (c) pays all expenses incurred in enforcing this Security instrument including, but not limited to, ree tonable attorneys tees; and (d) takes such action as Lender may responsibly require to assure that the lien of this Security Arresment 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 Sorrower, this Security instrument and the obligation secured hereby shall continue unchanged. I no neceleration had occurred. However, this right to reinstate shall not apply in the gaze 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 more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that sollects monthly payment, due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Barrower will be given written notice of the change in considerable 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 applicable law.

19. Hozardous Substances. Borrower shall not cause or permit are presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else 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 storage on the Property of small quantities of Hazardous Superandes that Transportably recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or it hotified by any governmental or regulatory authority that any removal or other remodiation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with he invironmental Law.

As used in this paragraph, "Hazardous Substances" are those substances defined as touth or hazardous substances by Environmental Law and the following substances: gaspline, korosene, other flammable or lovic petroleum products, toxic pesticides or herbicides, volutile solvents, materials containing asbestos or formaldehyde, and additionable materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jumuliation y layer the Property is

located that relate to health, safety or environmental protection.

20. Acceleration; Remedies, Lender shell give notice to Borrower prior to acceleration following Sorrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 12 and 18 unless applicable law provides otherwise). The notice shall specify: (a) the default (b) the action required to dure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forestosure by judicial proceeding and sale of the Property. The notice shall further interm Borrower of the night to reinstate after acceleration and the right to seem in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and forestonure, if the default is not cured on or before the date specified in the notice, Lander at its option may require immediate gayment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding, Lender shall be entitled to collect all expenses incurred in purguing the remedias provided in this paragraph, including, but not limited to, reasonable afformeys loos and goats of title evidence.

21, Lender in Passession, 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 rate. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to anter 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 or the receiver shall be applied first to payment of the costs of management of the Property and collection of runts, including, but not limited to, receiver's fees, premiums on

regerver's bonds and reasonable attornoys fees, and then to the sums secured by this Security instrument.

| Instrument without charge to Borover Sorrow 23. Waiver of Homestead, Borrower wait | hall pay invisor dation | exemption in the Property. | ii (elease this Security |
|--|--------------------------|----------------------------|--------------------------|
| BY SIGNING BELOVY, Borrower accepts and a | • | | is Security Agreement. |
| | Х <u>Х</u> | Betty Watken | |
| STATE OF ILLINOIS. | | nuth as: | |
| 1. EILEEN SCHIWA | PLLER, a NOT | tary Public in and for sai | d county and state, do |
| hereby certify that | ATKINS | | |
| personally known to me to 5% the same person | whose name | | subscribed to the |
| foregoing instrument appeared before me this de- | y in person, end sokno | wledged that he | signed and delivered |
| the said instrument as EK free voluntary act for | die uses and purposse | therein set forth. | |
| Given under my hand and official sect, this (| 20 to of 97 | July 19 | Christle |
| This document was prepared by: \(\begin{align*} & \mathbb{Q} & \mathb | Note of Property | | |
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Lot 7 and Lot 8 in Fippinger's Addition to Bellwood in the Southwest 1/4 of Section 9, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.