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DEPT-01 RECORDING

\$29,50

T#0001 TRAN 1655 01/05/96 13:40:00 #7333 # JM #-96-012964

COOK COUNTY RECORDER

(Space Above This Line For Recording Data) -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on The mortgagar is JAMES C TAYLOR, IR

12/29/85

& MARY E TAYLOR

HUSBAND AND WIFE. AS JOINT TENUETS

("Borrower"). This Security Instrument is given to FORD CONSUMER FINANCE COMPANY. INC. its suggested and/or assigns, a NEW FORK corporation, whose address is corporation, whose address is

250 E CARPENTER FRWY

IAVING, TX 75082

("Lunder").

29.50 H

Borrower owes Lender the principal sum of ONE HUNDRED PIFIX FIREE DOLLARS AND 09/100------ dollars (U.S. \$ 101,853.09). This dight 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 entier, due and payable on 01/04/11. This Security Instrument secures to Lender: (a) the repayment of the debt evider on by the Note, with interest, and all renewals, extensions and the security of this security of the security of this securit 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 corenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK County, Illinois:

SEE ATTACHED

LAWYERS TITLE INSURANCE CORPORATION

which has the address of 1848 BUENA VISTA CIRCLE CHICAGO HEEGHIS, IL 80411

("Property Address");

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for our rout 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 I shall be applied: first to late charges due under the Note; second, to interest due; and last to principal due.

3. Charges; Liens. Borrower thall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay on time directly to the person owed payment. Borrower shall promptly furnish to Lander receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against anforcement 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 (a) secures from the holder of the lien an agreement satisfactory to Lender subcidinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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4. Hezerd Insurance source theil keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be meintained 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

All insurance policies and renewe's shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

parrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessented, 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 enswer 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments if unds: paragraph 20 the Property is acquired by Lander, Borrower's right to any insurance policies and processes resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Sucurity Instruction, 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 jessehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee titls to the Property, the leasehold and

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

6. Protection of Linder's Rights in the Property. If Borrower falls to perform the covenants and agreements contained in this Security frat sment or there is a legal proceeding that may eignificantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums recured by a lien which has priority over this Security Instrument, appearing in court paying reasonable attorneys fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. Lender does not have to do so

Any amounts disbursed by Lander under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest upon notice from Lender to Borrower

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

give Sorrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, and conveyance in lieu of condemnation, are hereby assigned

and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrow'er. In the event of a partial taking of the Property. unless Borrower and Lender otherwise agree in writing, the sums secured by this Sequrity instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the lots amount of the sums assured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be puld to the Borrower.

if the Property is abandoned by Borrower, or if, after notice by Lender to Porrower that the condemnor offers to make an award or settle a claim for damages. Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property

or to the sums secured by this Security Instrument, whether or not then due.

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

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

9. Borrower Not Released; Forbearance By Lender Not a Walver, Extension or the time for payment or modification of emortization of the sums secured by this Security Instrument granted by Levider to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower a successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refue to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by rescon of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or practude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and essigns of Lender and Burrawer, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any florrower 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 terms of this Security Instrument or the Note without

that Borrower's consent.

11. Loan Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits: then: (a) any such loan charge shell be reduced by the amount necessary to reduce the charge to the permitted limit and (b) any sums already collected from Borrower which exceeded the permitted limit and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Nate 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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12. Lagislation Affective bender' higher it enactries to expirition of applicable laws has the affect of rendering any prevision of the Note of this Security 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 Lander 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 shell be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shell be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice 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 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 jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
15. 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 baneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lander's prior written consent Lander 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 S courity 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.

17. Horrower's Right o Reinstate, if Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security in strument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for religiationship before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry the judgment enforcing this Security Instrument. Those conditions are that Botrower. (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other coments or agreements; (c) pays all expenses incurred in enforcing this Security Instrument including, but not limited to, recentable attorneys fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Agreement Lender's rights in the property and Borrower's obligation to pay the sums secured by this Security Instrument shell continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligation secured hereby still remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Sale of Note: Change of Loan Servicer, The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more umes without print 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 Services un ented 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 nutice will state the name and address of the new Loan Servicer and the address to which payments should be made.

The natice will also contain any other information required by applicable law.

19. Hazardous Substances, Borrower shall not cause or permit the 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 Hezerdous Substances that are generally recognized to be appropriate to normal residential uses end to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other aution by any governmental or regulatory agency or private party involving the Propurs, and any Hazardous Substance or Environmental Law of which Berrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority that any removal or other remediation of any Hazardous Substance affecting the Property is

necessary. Borrower shall promptly take all necessary remedial actions in accordance with the Environmental Law.

All used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances. by Environmental Law and the following substances: gasoline, kerosene, other flammable or toylo petroleum products, toxic pesticides or herbicides, volatile solvents, materiels containing sebestos or formaldehyde, not radioactive materiels. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is

located that relate to health, safety or environmental protection.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following dorrower's breach of any covenant 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 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, 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 non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or bofore the date specified 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 foreclose this Security Instrument by judicial proceeding. Lander 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, Lender (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 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.

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STATE OF ILLINOIS.	tok.	County sa:	
" the und	conigned	, a Notary Public in and 1	or said county and state, d
hereby certify that	Taulon dx 4	Mary E. Taylor,	nusband + wite
personally known to me to be the	same balson ⊱ whose	name <u><</u>	subscribed to the
foregoing instrument appeared by	ofore me this day in perso	on, and acknowledged that \pm	he <u>II</u> signed and delivered
the said instrument as huntree			(
	Ox		
Given under my hand and of	ficial sect and	day of herenter	. 1994
My commission expires:		Ville Ville Seland Notary Publ	
This document was prepared by:		LLINUIS S 11/4/96	

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of Lots 2 a.
he East 1/2 th.
Third Principal N.
he North Aine of said.
said Lot 2 to a point in.
of (by chord measurement) from
llinois.

The 322-20 Mark (14) Those parts of Lots 2 and 3 in Block 1 in Buena Vista Addition, being a Subdivision of portion of the East 1/2 the Southwest 1/4 of Section 20, Township 35 North, Range 14, East of the Third Principal Meridian, which lies West of a straight line drawn from a point in the North line of said Lot 2 which is 1.67 feet Easterly of the Northwesterly corner of said Loc 2 to a point in Southerly line of said Lot 3 which is 17.05 feet Westerly of (by chord measurement) from Southeasterly corner of said Lot 3, in Cook County, Illinois.

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