96276848

After recording return to: The Money Store/Packaging P.O. Box 169128 Sacramento: CA 95016-0128

Prepared by:

7800 West 95th Street, Suite 401 Hickory Hills IL 60457

TRAN 7810 04/12/98 10:49:00 COOK COUNTY RECORDER

023-162-0001090-9

### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is made this Twenty-fifth Day of March, 1996 between the Mortgagor, T.B. Syms Aka J.B. Sims And Bessie M. Sims, In Joint Tenancy With Rights Of Survivorship

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

and whose eddress is 7800 West 95th Street, Suite 401.

Hickory Hills, IL 60457

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Two Hundred Fifty-Two Thousand and 00/100 Dollars (U.S. \$ 252,000.00 together with interest, which indebtedness is evidenced by Borrows's note dated. March 25, 1998

(the "Mote"), providing for monthly installments of principal and install, with the balance of the indebtedness, if not sooner paid, due and payable on April 1, 2026

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower contained in this Morigage, Borrower does hereby mortgage, grant, colvey and warrant to Londer, the following described property located in COOK (SEE EXHIBIT 'A' ATTACHED) SOM CO County, Illinois:

18635

INTEGRITY TITLE 2510 E. DEMPSTER STREET SUITE 110 DES PLAINES, IL. 60016



being the same property commonly known as: 2118 West 90th Street, Chicago, IL 60620

("Property Address").

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TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtonances 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and covenants that Borrower 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:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness and all other charges evidenced by the Note.
- Funds for Taxes and Insurance. If required by Lender, and subject to applicable law, Borrower shall pay to Lender on the day monthly pay needs are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may aut in priority over this Security Instrument as a lien on the Property; (b) yearly leazehold payments or ground rents on the Property, if my; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Isserow Items." Lender may, at any time, collect and hold Funds in an anount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures act of 1974, as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Fund's in an amount not to exceed the lesser 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, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for Loiding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow 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 pay 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 security 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 amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Parrower 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.

3. 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 demand 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 under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

- 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 over this Security Instrument, and leasehold payments or ground rents, if any.
- Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," 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 withhold. If the Borrower falls 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 there? shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Londer shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of true, or other security agreement with a lien which has priority over this Security Instrument. If any insurance proceeds are my is payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Leader of any proceeds made by check or other draft.

Unless Lender and Bortower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the respectation or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Londer'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,

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. If under Paragraph 18 the Property is acquired by Lorder, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition spall-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 Jayment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or let (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 payee on any payment of insurance proceeds upor. 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 insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Perclopments. Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration 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 leasehold. 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-laws 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 interested thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or 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

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 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 sams secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' flast and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8. Under does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless 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. Mortgage Insurance. If Lender required mortgage 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 faw.
- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor as related to Lender's interest in the Property.
- 11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for convergence in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trus 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 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 in which the fair market value of the Property immediately before the taking is equal to or present than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lenoc: 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, 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 abandoned 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 or 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 of 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 or any successor in interest of 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 teason 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 precided 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.

- Successors and Assigns Bound; Joint and Several Linbility; 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, modity, Tabear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's constant.
- 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 to e.e. 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 men given in the manner designated herein.
- 15. Governing Law: Severability. The state and total 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 sem; to the extent not prohibited by applicable law or limited herein.
- 16. Borrower's Copy. Borrower 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 fail 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 falls 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.

18. Acceleration; Remedies. Except as provided in Paragraph 17 hereof, 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 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property.

- 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 other 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 pays Lender all sums which would be then due under this Security Instrument and the Note had no acceleration occurred; (b) for rower 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 reasonable 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. This right to reinstate shall not apply, however, in the case of acceleration pursuant to Paragraph 17.
- 20. Assignment of Rents: Appointment of Kereiver; 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 at andonment of the Property. 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. 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.

21. 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 cise 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 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, lawfor 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 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, "Hazardous 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 pesticides and herbicides, volntile 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. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Berrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.
- 23. Walver of Homestead. Borrower waives all right of homestead exemption to the Property.

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BY SIGNING BELOW, Borrower accepts an			thined in this Mortgage and	in
any rider(s) executed by Borrower simultaneously here	with and (Scal)	Seema 32	Suns (Se	al)
T.B. Sirns Aka J.B. Sirns -Borrower (Print Name)		Bessie M. Sims (Print Name)	·Botrower	
	(Seal)		(Sec	al)
(Print Nanio)	;	(Print Namo)	-florrower	
STATE OF ILLINOIS,  1. Here under SISTURE that	o K	County ss: Notary Public in and for said co	•	lfy
T.B. SIMS ALKIN J.B. SYN.	5) 2	BESSEAL S	7/kS	
subscribed to the foregoing instrument, appeared be delivered the said instrument as their free and voluntal Given under my hand and official seal, this	efore ne	this day in person, and ackn	owledged that they signed a	(8) nd
My Commission Expires:  WA COWWISSION EXPIRES 1/21/2000  WHOTHER DISTRIBUTIONS  WAS COMMISSION EXPIRES 1/21/2000		Notary Ptonic		·
"OFFICIAL SEAL"		7		

Probery or County Clert's Office

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#### EXHIBIT A

LOT 15 (EXCEPT THAT PART LYING NORTHERLY AND WESTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID LOT 15, A DISTANCE OF 1 FEET 6 INCHES SOUTHERLY OF THE NORTH EAST CORNER THEREOF: RUNNING SOUTHWESTERLY ON A LINE THE EXTENSION OF WHICH INTERSECTS THE WESTERLY LINE OF SAID LOT 15 AT A POINT 11 FEET 6 1/4 INCHES SOUTHERLY OF NORTH WEST CORNER THEREOF A DISTANCE OF 157 FEET 10 5/2 INCHES THENCE SOUTHWESTERLY TO SOUTH WEST CORNER OF SAID LOT 15, ALL IN ASHTON'S SUBDIVISION OF BLOCK 4 OF HILLIARD AND DOBBINS SUBDIVISION OF ALL THAT PART OF SECTION 6. TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE PITTSBURGH, CINCINNATI, CHICAGO AND ST. LOUIS RAILROAD (EKCEPT THE WEST 1/2 OF THE NORTH WEST 1/4 OOT COUNTY CLERT'S OFFICE AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

PARCEL # 25-06-113-016

Property of County Clerk's Office

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