DEPT-01 RECORDING

\$27.50

740001 TRAN 9386 06/11/97 09:31:00

41343 + RH #-97-415044

COOK COUNTY RECORDER

(Space Above This Line For Recording Data) _

MORTGAGE

THIS MORTGAGE ("Security in strument") is given on The mortgagor is WALTER TAYLOR

AND HARY TAYLOR

- 33 A 3

hissand and rife. In joint tenancy

("Borrower"). This Security Instrument is given to FURD CONSUNER-FINANCE COMPANY. INC. corporation, whose address in 250 EAST CARPENTER FRUY

corporation, whose address is

IRVING. TX 75062

Bonower owes Lender the principal sum of NINETY-SIX THOUSAND FIVE HUNDRED THIRTY-DIE AND SOLIDO'S SAME SERVER SERVER SERVER (U.S. \$ 95.531.66). This debt is evidenced by Borrower's Note dated the core date as this Security Instrument ("Note"), which provides for monthly nevments, with the full debt, if not peid earlier due and payable on 05/05/12. This Security Instrument secures to Lander: (a) the repayment of the debt evidenced by the filote, 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 coverar is and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, gram and convey to Lender the following described property located in COOK County, Table:

PEN 16-12-311-020

which has the address of 2818 M. WALKIT CHICASO, IL 60612

("Property Address"):

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

BORROWER COVENANTS that Borrower is lewfully seized of the estate hereby conveyed and here the right to

mortgage, grant and convey the Property and that the Property is unencumbered, except for current cases. 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 Lender under seragraph I shall be applied first to late charges due under the Note; second, to interest due; and last, to principal due.

3. Chargest Liens. Borrower 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 person owed payment. Borrower shall promptly furnish to Lender receipts evidencing the

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 sen in a manner acceptable to Lander; (b) contests in good faith the ien by, or defends against enforcement of the ien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the ben an agreement satisfactory to Lender subordinating the ben 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.

4. Hezerd Insurance. Borrowit shall have the improvements now existing a breather erected on the Property insured egainst loss by fire, has not included within the above shall be amounts and for the periods that Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be monably withheid.

All insurance policies and renewals 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 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 restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the neutrance 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 shandors the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has Sorrower 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 Lander 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 3D-day period will

restors 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 Lander 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 under paragraph 20 the Property is acquired by Lander, Borrower's right to any insurance policies and proceeds resulting from demage 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. Preservator, will Maintenance of Property; Lessenholds, Borrower shall not destroy, damage, or substantially change the Property. All the Property to detenorate or commit waste. If this Security Instrument is on a lessehold, Borrower shall comply with the Property to detenorate or commit waste. If this Security Instrument is on a lessehold and fee that not marge unless tender agrees to the merger in writing.

6. 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 effect Lender's rights in the Property (such as a proceeding in or identify, probate, or condemnation or to enforce laws or regulations), then Lender

Property (such as a proceeding in oscilariptcy, probate, or condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necretary 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 lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys tees and en alling on the Property to make repairs. Although Lender may take action under this paragraph. Lander does not have to do so.

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

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

give Borrower notice at the time of or prior to an impection 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, or for 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 Bolywer, in the event of a partial taking of the Property. 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 implicately before the taking. Any balance shall be aid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lendel to Porrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender, points 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to enterein 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 proces do to principal shall not extend or

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

3. Borrower Not Released: Forbestance by Lender Not a Weiver. Extension of an time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower? Lander shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amonization of the sums secured by this Security Instrument by retion of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in examining 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-eigners. The covenants and agreements of this Security Instrument shall bind and benefit the successors and essigns of Lender and Borrower, subject to the provisions of

paragraph 16. 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 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 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 permitted 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 Landon's Signification of applicable it was her the effect of rendering any provision of the Note or this Security stant time appropriate population to be a provision of the Note or this Security stant time appropriate population of the Note or this Security instrument and may invoke any remedies permitted by personnel 20. If Lender exercises this option, Lender shall take the steps specified in the second personnel of the second personnel in the second pe

13. Notices. Any notice to Sorrower provided for in this Security Instrument shall be given by delivering it or by design it by first class mail unless applicable law requires use of enother method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by That class mail 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 peragraph.

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 Mote 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 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 Security Instrument.

If Lander exercises (in 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 Somower fails to pay these sums prior to the expiration of this period, Lender may invoke any

remedies permitted by this Sectify Instrument without further notice or demand on Borrower.

17. Borrower's Right to it impacts. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discominued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinforcement) before sale of the Property pursuant to any power of sale contained in this Security Instrument or (b) entry of a purpose this Security Instrument. Those conditions are that Borrower. (c) pays Lander all sums which then would be due under this Security Instrument and the Note had no acceleration occurred. pays Lender all sums which then would to due under this Security Instrument and the Note had no acceleration occurred:

(b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, ret so while 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 she', on their undersaided. Upon reinstatement by Borrower, this Security Instrument and the obligation secured heraby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration. The story or a partial interest in the Note (mosther with this Security).

18. Sale of Note: Change of Loan Servicer. The rice or a partial interest in the Note (together with this Security instrument) may be sold one or more times without prior force to Borrower. A sale may result in a change in the entity (known as the Loan Services) that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Services unrelated a a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in recordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Service and the address to which payments should be made. The notice will also contain any other information required by applicable law.

The notice will also contain any other information required by applicate law.

19. Histardous 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 scarances shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that all generally 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, dumand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property end any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or invited 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.

As used in this paragraph, "Fizzardous Substances" are those substances defined as torio or hazardous substances by Environmental Law and the following substances: gasoline, large substances or formaldehyde, and rad oncover materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction which the Property is located that relate to health, safety or environmental protection.

20. Accaleration: Remedias, Lender shall give notice to Borrower prior to acceleration under paragraphs 12 and 16 unless

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 cure the shall specify: (a) the default (b) the action required to cure the shall specify (c) a applicable lew provides otherwise). The notice shall specify; (a) the default; (b) the action required to cure the crimina; (c) a siste, 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 enform Somewar of the right to ministrate 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 before the slate specified in the notice, Lander at its option may require immediate payment in full of all sums secured by this Security last under the further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be instrument without further demand and may foreolose this Security Instrument by judicial proceeding. Lender shall be emisled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attermeys' 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 less, premiums on management and management of the property and collection of the property and collection of the property.

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

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22. Release. Upon paymen of all sunt se zirel by dis Security Instrument Dender shall release this Security Instrument without charge to Burgower, Sucrower shall pay any accordation to the Property. 23. Waiver of Homestead. Borrower waives all right of homestead examption in the Property.					
BY SIGNING BELOW, 8	orrower accepts a	and agrees to the N	rms and covens	ints contained in th	is Security Agreement.
		4	,	Taylor Daylor	·
STATE OF ILLINOIS.	Cook		County ss:		
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UNOFFICIAL COPY

LOT 16 IN THE SUBDIVISION OF BLOCK 14 IN LEE AND OTHERS' SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.