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DEPT-01 RECORDING

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#2353 # JW \*-97-44D98

COOK COUNTY RECORDER

(Space Above This Line For Recording Date) \_

### MORTGAGE

THIS MORTGAGE ("Scoulty Instrument") is given on 08/13/87
The mortgagor is CECILIA A. BUTLER DIVORCED NOT REMARKIEND KEISHA CHAVERS, SINGLE WOMAN. EACH TO AN UNDIVIOED 1/2 INTEREST

("Borrower"). This Security Instrument legiven to FORD CONSUMER FINANCE its successors and/or essigns, a NEX York. corporation, w

250 E. JOHN CARPENTER FRWY.

corporation, whose address is

IRVING. TX 75082

("Lender").

SEE EXHIBIT A ATTACHED HERETO, INCORPORATED HEREIN AND HADE A PART HEREOF

4214063 Yme

which has the address of 5849 S. INDIANA CHICAGO, IL 80837

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the propert, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and slow and all fixtures now or hereafter 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 lawfully select of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for ourrest 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 Lender under paragraph 1 shall be applied: first to late charges due under the Note; second, to interest due; and lest, to principal due.

3. Charges; 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 avidencing 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 lien in a manner acceptable to Lender; (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 Lender 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 notice identifying the lien, Borrower shall satisfy the lien or take one or more of the actions sot forth above within 10 days of the giving of notice. within 10 days of the giving of notice.

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4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property induced against loss by fire, hazards included within the term "extended coverage" and any other hazards for which 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

All insurance policies and renowals shall be acceptable to Lender and shall include a standard mortgage clause. Inder shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all inder shall have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance receipts of paid premiums and renewal notices, in the event of loss, Borrower shall give prompt notice to the insurance reference and Lender, Lender and Borrower otherwise agree in writing insurance proceeds about the applied to restaurance of the loss of the standard mortgage clause.

Unless Lander 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 secondmically feasible and Lender's security is not lessened, if the restoration or repair is secondmically feasible and Lender's security is not lessened, if the difference or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be repaired to the content of the secondmically feasible or Lender's security would be lessened, the insurance proceeds shall be secondmically feasible or Lender's security would be lessened. 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 Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or not then due the process that the process to principal shall not extend or not the due of the process to principal shall not extend or not the due of the process to principal shall not extend to proceed to principal shall not extend to

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 Lender, Borrower's right to any insurance policies and proceeds resulting from damage to in-Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Institutes in contract to the same secured by this

Security instrument immediately prior to the acquisition.

Security instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property: Leaseholds. Borrower shell not destroy, damage, or substantially change the Property, ellow the Property to deteriorate or commit waste, if this Security Instrument is on a leasehold, change the Property, ellow the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and Borrower shell comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title chail not merge unless lender agrees to the merger in writing.

6. Protection of Lender's Pights in the Property. If Borrower falls 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 to Sankruptcy, probate, or condemnation or to enforce laws or regulations), then Lender Property (such as a proceeding to Sankruptcy, 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 secured 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 Lender under this paragraph shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender surse to other terms of payment, these amounts shall bear interest from Security Instrument. Unless Borrower and Lender surse to other terms of payment, these amounts shall bear interest from

Security instrument. Unless Borrower and Lender sures to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and stall be payable, with interest upon notice from Lender to Borrower

requesting payment

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

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

8. Condemnation. The proceeds of any eward 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 process risal 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 Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender in Somower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender winter 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; Forbearence By Lender Not a Waiver. Extension of the 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'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 reserve of any demand made by the original Borrower's successors in Interest. Any forbearance 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 covanants and agreements of this Security instrument shall bind and benefit the successors and assigns 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 charges 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 prepayment. partial prepayment.

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"Exhibit A"

LOT 29 IN BLOCK 3 IN FOLLANSBEE'S SUBDIVISION OF LOTS 17, 18, 21, 22, 23 AND 24 IN NEWHALL, LARNED AND WOODBRIDGE'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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