

This document is signed by:

Michelle Insigna

WHEN RECORDED RETURN TO:

STANDARD LENDERS SERVICES INC
PO BOX 1418
LOS ALAMITOS CA 90720 1418
REGAGE INC DBA

State

Space Above This Line For Recording Data

MORTGAGE

97-001-00749

(With Future Advance Clause)

1. DATE AND PARTIES: The date of this Mortgage (Security Instrument) is 7-11-97 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: Morris Calhoun SSN: 428-68-4251
Delois Lowery SSN: 360-42-0063
SSN:

6922 South Laffin Chicago, IL 60636

LENDER:

AMERICAN HOME IMPROVEMENT PRODUCTS Inc
6010 RICO ROAD
MONROEVILLE, PA 15146

2. CONVEYANCE: For and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Security Instrument (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, sells, conveys, mortgages and warrants to Lender, the following described property:

Please see Exhibit 'A', hereby attached and made a part hereof.

PIN- 30-30-317-022

The property is located in Cook County, Illinois, at 6922 South Laffin Chicago, Illinois 60636 (ZIP Code)

Together with all easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested to include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

A Retail installment Contract of even date herewith.



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- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and other obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor's heirs. All future advances and other future obligations are secured by this Security Instrument even though all advances have not yet been advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional advances or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, overdrafts for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and Lender and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 4. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the promissory note and this Security Instrument.
- 5. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that creates a security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by this instrument without Lender's prior written consent.
- 6. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices when amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 7. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591) as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 8. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs as may be reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the use of the Property and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in zoning, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all judgments, demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agent may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice of the time of or before an inspection specifying a reasonable purpose for

the inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection of the Property.

9. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any one or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagee's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create a duty for Lender to perform and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law of this Security Instrument. If any construction on the Property is discontinued or not carried on in a proper manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including the completion of the construction.

10. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, sells, conveys and warrants to Lender as additional security for the Secured Debt all the rents, issues and profits and all existing or future leases, subleases, and any other written agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications and substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will provide Lender with true and correct copies of all existing and future Leases. Mortgagor will receive, collect, receive, and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective after default between the parties to this Security Instrument and effective as to third parties on the recording of the Security Instrument, and this assignment will remain effective during any period of redemption by the Mortgagor until the Secured Debt is satisfied. Mortgagor agrees that Lender may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to exist in favor of Lender or its agent upon the occurrence of a default by Mortgagor and demands that any tenant pay all future Rents directly to Lender. Upon receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession or control in trust for Lender, and will not commingle the Rents with any other funds. Any amount of Rents will be applied to the Secured Debt as provided in this Security Instrument. Mortgagor warrants that no default exists under the terms of any applicable law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of all leases and applicable law.

11. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any applicable Security Instrument if the Property includes a unit in a condominium or a unit in a planned unit development. Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

12. **DEFAULT.** Mortgagor is in default of the Security Instrument if the Secured Debt fails to make payment when due. Mortgagor will be in default of a breach of the terms of this Security Instrument if any other document executed for the purpose of securing or evidencing the Secured Debt is a good faith benefit of Lender that Lender at any time is insecure in the performance of any person obligated on the Secured Debt or that the prospect of any payment or the value of the collateral impaired shall constitute an event of default.

13. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if a default occurs, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. Upon default, Lender shall have the right, without declaring the whole indebtedness due and payable, to exercise remedies against all or part of the Property. This Mortgage shall continue as a lien on any part of the Property not so foreclosed.

At the option of Lender, or any party, the accrued fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. Remedies are not cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum

in payment of... proceedings... exercising... it continues...

14. EXPENSES... ON COVENANTS... ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by Instrument, Mortgagee shall pay on behalf of Mortgagor...

15. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means... Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)...

- Mortgagor hereby warrants and agrees that: A. Except as otherwise stated in the Instrument, no Hazardous Substance is or will be located in the Property... B. Except as otherwise stated in the Instrument, Mortgagor and every tenant have been, are, and shall remain in compliance with all Environmental Laws... C. Mortgagor shall immediately notify Lender in writing if a release of a Hazardous Substance occurs on the Property... D. Mortgagor shall immediately notify Lender in writing if Mortgagor has reason to believe there is any violation of Environmental Laws...

16. CONDEMNATION. If any part of the Property is or will be taken, condemned, or otherwise acquired by any governmental authority or all or any part of the Property is or will be taken, condemned, or otherwise acquired by any governmental authority...

17. INSURANCE. Mortgagee shall keep the Property insured against fire, flood, theft and other hazards and risks in the amounts and by the insurance carrier chosen by Mortgagee...

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24. MAXIMUM OBLIGATION LIMIT. The amount secured by this Security Instrument shall not exceed \$8,587.00. This Security Instrument does not create any other fees or charges, including any made pursuant to any law, made under the terms of this Security Instrument, or contained in this Security Instrument.

The amount secured by this Security Instrument at any one time shall not exceed the amount of principal, interest, attorneys fees, and other fees and charges, including any made pursuant to any law, made under the terms of this Security Instrument, or contained in this Security Instrument, to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

25. OTHER TERMS. In addition, the following terms apply to this Security Instrument:

- Line of Credit.** Secured Debt is not a line of credit. If, however, this Security Instrument is used to secure a line of credit, this Security Instrument shall not be construed to create an obligation incurred for the construction of an improvement on the Property.
- Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future that will become fixtures attached to the Property. This Security Instrument suffices as a financing statement for the purpose of filing a fixture filing under the Uniform Commercial Code.
- Riders.** All riders, notices and agreements attached to this Security Instrument (including any Riders and Planets) are hereby incorporated into and supplement and amend this Security Instrument.
- Additional Terms.**

Although the Secured Debt may be a line of credit, this Security Instrument shall not be construed to create an obligation incurred for the construction of an improvement on the Property.

This Security Instrument suffices as a financing statement for the purpose of filing of record for purposes of Article 9 of the Uniform Commercial Code.

All riders checked below are incorporated into and supplement and amend this Security Instrument (including any Riders and Planets):

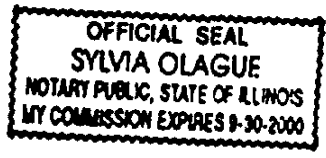
Rider _____ Other _____

SIGNATURES: By signing below, Mortgagor acknowledges the terms and conditions contained in this Security Instrument and in any attachments. Mortgagor also acknowledges that a copy of this Security Instrument on the date stated on page 1.

The attached Security Instrument is incorporated herein for additional Mortgagors, their signatures and dates.

_____ 7-11-97
 (Signature) Morris Calloun Date: Signature Delois Lowery (Date)

ACKNOWLEDGMENT: I, ILLINOIS, COUNTY OF COOK,
 This instrument is acknowledged by Morris Calloun and Delois Lowery on JULY 1997 ss.
 My commission expires: _____



0074914052
Calhoun-Lowery

EXHIBIT "A"

LOT 43 IN BLOCK 3 IN MARSTON AND AUGER'S SUBDIVISION OF THE
SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 20, TOWNSHIP 38
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office