UNOFFICIAL COPTY72214 Fage 1 of

3461/0197 03 001 1997-10-17 13127:46 Cook County Recorder 27.50

When Recorded Return to:
PERSONAL PINANCE COMPANY

P. O. Box 186 5

Olympia Floria, II, 60461

193738-

(Space Above This Line For Recorder's Use)

9110

REAL ESTATE MORTGAGE

THIS MORTGAGE is made this 10th day of October	19.97, between the
Morigagor, Stacey M. Taylor, a & m. 1 - man	
inore', "Borrowor"), and the Mortgagen, Personal Fir	lance Company
a corporation organized and existing un	ider the laws of the State of
Delaware, whose address is 3612 W. Lincoln Hvy., Olympia Fields, IL 60461	
(heroin "Lender").	
WHEREAS, BORROWER is indebted to Lender in the principal sum of Sixty Five Thousand	<u>a 00/100</u>
Dollars (\$65,000.00), which indebtedness is evidence	d by Borrower's Note dated
October 10, 1997 (herein "Note"), providing the monthly installments of principal a	nd interest, with the balance
of the indebtedness, if not sconer paid, due and payable on <u>April 10, 1998</u> To secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the	e payment of all other sums,
with interest thereon, advanced in accordance herowith to protect the sucurity of this Mortgage,	luture advances, and the
performance of the covenants and agreements of Borrower herein contained, Borrower cos hereby mortgage, warra	nt, grant and convey to Lender
the property as described on page three of this document, located in the County of Cock State of releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of T111no1	<u>Illinois</u> , hereby
Together with all the improvements now or hereafter erected on the property and all rents and	all fixtures now or hereafter
attached to the property, all of which, including replacements and additions thereto, shall be donned to be	e and remain a part of the
property covered by this Mortgage; and all of the foregoing, together with said property are herein referred to as the	e "Property".
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the	right to mortgage, grant and
convey the Property, that the Property is unencumbered, and that Borrower will warrent and defend gener	rally the title to the Property
against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of c	oxcertions to coverage in any

title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note and the principal of and interest on any future advances secured by this Mortgage.

2. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragragh 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any future advances.

3. Borrower shall pay all taxes; assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage by making payment, when due, directly to the payee thereof.

4. 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", and such other hazards as Lender may require and in such amounts 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 withheld. All insurance policies and renewals thereof shall be in form acceptable to Lender,

5. Borrower agrees to perform all obligations under any prior mortgage or lien and keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property.



6. If Borrower falls to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including

but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6 with interest thereon, shall be future advances secured by this Mortgago, Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lendor to incur any expense or take any action hereunder. In the event Borrower files for bankruptcy protection, the Borrower agrees to pay Interest from and after the date of such filling at the rate of interest specified in the Note.

7. 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 related to Lender's interest in the Property.

8. 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Unless otherwise agreed by Lender in writing, the proceeds shall be applied to the sums secured by this Mongage, with the excess, if

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

positione the due date of the righthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Extension of the lim) for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of fortower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modily amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. Any forbearance by Lender in exactising any right or remedy hereunder, or otherwise afforded by applicable taw, shall not be a walver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lande 's right to accelerate the maturity of the indebtedness secured by this Mongage.

11. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or allorded

by law or equity, and may be exercised concurrently, independently or successively.

12. The covenants and agreements herein centained shall bind and the rights hereunder shall inute to, the respective

successors and assigns of Lender and Borrower.

13. Exception any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided ourein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein.

14. This Mortgage shall be governed by the laws of the State where the Property is located.

15. Borrower shall be furnished a conformed copy of the Note and of this Mringage at the time of execution or after recordation hereof.

16. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail no ice to Borrower as provided in paragraph 13 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 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 in or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and rule 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 detense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and perable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expurses of foreclosure, including, but not limited to reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

17. Notwithstanding Lender's acceleration of the sums secured by this Mortgage Borrower shall have the right to have any proceedings. begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lendor in enforcing the covenants and agreements of Borrrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower,

this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

18. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 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 16 hereof 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. 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 bonus and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.



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19. Upon payment of all sums secured by this Mortgage, Londor shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any,

20. Borrower hereby waives all right of homestead exemption in the Property.

21. If all or any part of the Proporty or any interest in it is sold or transferred without Lender's prior written consent Lender may, at its option, require immediate payment in full of all sums secured by the Mortgage. This option shall not be exercised if the exercise of the option is prohibited by applicable law. If Lender exercises this option, Lender shall give Borrower notice of acceleration and Borrower shall have 30 days from the date that notice is delivered within which Borrower may pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Londer may invoke any remodies permitted by this Mortgage and applicable law without further notice to the Borrower.

22. Borrower shall not cause or permit the presence, use, disposal, storage, or release on or in the Property of any substance defined as toxic or hazardous by any Environmental Law (foderal laws and laws of the jurisdictions where the Property is located that relate to health, safety or environmental protection). Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The proceeding 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 to normal residential uses and for maintenance of the Property.

to Lender on the payment date specified in the netice, which date shall be at least 60 days from the date of mailing. If Borrower fails to pay such sums when due, Lender may invoke any remedies parmitted by this Mortgage.

	- ·
IN WITNESS WHEREOF Borrowor has executed this Mortgago.	
This instrument was propared by:	
Dena Berusi	3000 2 5.02
(SIGNATURE OF PREPARER)	(SIGNATURE OF BORROWER)
Tina Ricci (PRINTED NAME OF PREPARER)	Street M. Trylor (Typed or printed name of Borrower)
3612 W. Lincoln Hwy. (ADDRESS)	(SIGNATURE OF BORNOWER)
Olympin Fiolds, IL 60461 (ADDRESS)	(TYPED OR PRINTED NAME OF BORROWER)
COUNTY OF Cook 88:	C/T/S
i, a Notary Public, in and for the said County in the State alores a single man	aid do horoby corilly that States M. Taylor,
name(s) 13 subscribed to the foregoing instrument appeared below signed, sealed and delivered the said instrument as 1118 own forth, including the release and waiver of the right of homostead.	personally known to me to be the same person(s) whose o me this day in person and acknowledged that he free and voluntary act for the uses and purposes therein se
Given under my hand and Notarial Soal this 10th day of	October
My County of Residence	(SIGNATURE OF NOTARY PUBLIC)
My Commission Expires	(TYPED OR PHINTED NAME OF NOTARY PUBLIC)

Proberty of County Clerk's Office

LEGAL DESCRIPTION

LOTS 24 AND 25 IN PLOCK 86 IN HARVEY IN SECTION 17, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known Ass

15534-36 Cantur

Harvey, 11. 60426

Form C18/F113 C 11/94

Permanent Index Number()

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Initials 24

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Property of Cook County Clerk's Office