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Prior Instrument Reference: Volume

013-00007 It. Revolving Mortgage (Rev. 5-95)

This instrument prepared by: AMERICAN GENERAL FINANCE (name) 3144 W. 159th Street (address)	COOK COUNTY RECORDER JESSE WHITE	•			
Markham, IL 60426	MARKHAM OFFICE			٠.	
10 Jan 10	COOK COUNTY RECORDER JESSE VANTE		(*)+94** VECTON S POSTACES S CTL20396 & SUPTOTAL CHECK :	1000 CTC	
97122326	MADENTED CIPES		1986 MC	制 167 3 年 	
OPEN-END MORTGAGE					
Account No.	C			K 3	
THIS OPEN-END MORTGAGE ("Security mortgagor is SHARON P FORNEK A	Instrument") is given on AND GLENN 12 COGGETT	February 18	1997 ('Bond	. The speed of the	
This Security Instrument is given to American	n ta-salata a	9 1415 - 141 A		4	
indebtedness to Lender in amounts fluctuating fifty-nine and 00/100 amount of unpaid loan indebtedness, exclusive Borrower's Revolving Line of Credit Agreement for monthly payments, with the full debt, if not pathe repayment of the debt evidenced by the Not with interest, advanced under paragraph 7 to pagreements under this Security Instrument and delivered to the recorder for record. For this	g from time to time up to the princ (U.S.\$ 5259.30) of interest, thereon, which is securated and Disclosure Statement dated the side earlier, due and payable as providere, with interest, and all renewals, extended the security of this Security in the Note; and (d) the unpaid balant purpose, Borrower does hereby more	ipal sum of Five Thousand), which amount co d under this Security Instrument. This cane date as this Security Instrument (d in the No e. This Security Instrument ensions and modifications; (b) the pay strument; (c) the performance of Bor ces of loan advances made after this tagage, warrant, grant and convey to	two hundre nstitutes the may see the secures to Lender ment of all other rower's covenant Security Instruct Lender with more	ximum ced by ovides er: (a) sums, ts and nent is rtgage	
covenants, to secure the payment of the foregoing indebtedness of Borrower from time to time, the following described property located in Cook County, Illinois: LOTS 15 AND 16 IN BLOCK 14 IN DEARBORN HEIGHTS SUBDIVISION OF THE WEST 1/2 of the					
NORTHEAST 1/4 OF SECTION 7, TO MERIDIAN, IN COOK COUNTY, ILLI	WNSHIP 37 NORTH, RANGE				
PROPERTY ADDRESS: 9830 S NO OAK LWAN,	ORMANDY , ILLINOIS 60453			· •	
PIN: 24-07-213-034-0000		97122386		<u>\$</u>	
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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties. mineral, oil and gas rights and profits, water rights and stock 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."

SORHOWER COVENANTS that Borrower is lawfully seleed 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and insurance. At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the

payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be

applied as provided in the Note.

4. 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 promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 fen in a manner acceptable to Lender; (b) contests in good faith, the lien by, or defends against enforcement of the tien in, legal proceedings which is 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 lie (a) egreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lies, which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the flen. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keen the improvements now existing or hereafter erected on the Property insured 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 London requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unrea sonably withheld.

All insurance policies and renewals shall be acceptable in 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 insurer, a carrier and Lender. Lender may make proof of loss if not made promptly by

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 of Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Socurity instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or obes 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 Note whether or not then due. The 30 day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not ϵ dend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 13 the Property is acquired by Lender; Borrower's right to any insurance policies and proceeds resulting from damage 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.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall compile with the provisions of the lease, and if Borrower acquires fee little to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mongage Insurance. If Borrower fails to perform the covenants are series ments contained in this Security instrument, or there is a legal proceeding that may significantly affect Lender's's rights in the Property (such 26 proceeding in bankruptcy, probate, for 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 property over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 notice from Lender to Borrower requesting payment.

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 law.

8. Inspection. Lender 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.

9. 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 fleu of condemnation, are hereby assigned and shall be paid to Lender.

In the even 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, 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 fractions: (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.

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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 falls 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 to the sums secured by this Security instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not operate to release the liability of the original referred to in

paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forbearance 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 stend for payment or otherwise modify amortization of the sums secured by this Security instrument by reason by any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waive of or preclude the exercise of any right or remedy.

🌖 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants 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.

12. 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 as 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 gwed

under the Note or by making a direct prement to Borrower.

13. Notices. Any notice to Borrowet provided in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another methor. 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 first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Society Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law of the jurisdiction in which the Property is located. 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. 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 (or, if a beneficial interest in Borrower is soid 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 Securit, in trument. However, this option shall not be exercised if the exercise of this option by Lender 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, it is 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 scorred by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by his Security Instrument without further notice or demand on

Borrower.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations recured thereby shall remain fully effective as

if no acceleration had occurred.

18. Acceleration; Remedies. Except as provided in paragraph 16, it Borrower is in default due to the recurrence of any of the events of default provided in the 'DEFAULT; TERMINATION AND ACCELERATION BY LENDER' provision of the Notice Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 90 days from the date the notice is given to Borrower, by which the default must be cured (unless a court having jurisdiction of a foreclosure proceeding involving the Property, shall have made an express written finding that Borrower has exercised Borrower's right to reinstate within the five (5) years immediately preceding in finding, in which case the cure period shall extend for only 30 days); 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. If the Jefault is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

 Lender in Possession; Assignment of Rents, Upon acceleration under paragraph 18 or abandonment of the Property, Lender (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 fees, premiums on receiver's bonds and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a

'mortgage in possession,' unless Lender shall have entered into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay

any recordation costs but shall not be required to pay any other charges.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Property.

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BY SIGNING BELOW, Borrower accepts and agrees to the ter- waives Borrower's right of homestead in the Property. By signif- also executed this instrument solely for the purpose of mortgagin rights of homestead in the property.	ms and covenants contained in this Security instrument and expressly releases and ig below,, the spouse of Borrower, has ing and releasing (and does hereby so release and mortgage) all of such apouse's
Dantor o Brunsky	Sheepen D. Jan A. A.
(print or type name below the) BEATRICE	Sharon P. Fornet Doggton EVADTIATION SHARON P FORNEX SHARON P FORNEX Real
(print or type name below line)	Borrower GLENN E DOGGETT
STATE OF ILLINOIS, COUNTY OFCOOK	99;
Or Or	97122386
SHARON P FORNET AND GLENN E DAZGETT	, a Notary Public in and for said County and State, do hereby certify that
	well as husband, aid 'his wife' after wife's name)
personally known to me to be the same person s whose names day of February 199	subscribed to the foregoing instrument, appeared before me this $18 {\rm th}$, in person, and acknowledged that ${\rm theY}$ signed and delivered the said
1 1 = 3 · ·	uniary act, for the uses and purposes therein set forth.
Given under my hand and official seal this <u>18th</u> day of	February ,A.D. 1997
My Commence OFFICIAL SEAL"	Jeth Walut A
APITHUM W. SCHULTZ-IP NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 12/23/98	Notary Public