his mortgage prepared by:	OFFICIA	AL COF	97 1 33 012
hen recorded mail to: Harris Trust and Savings Bank c/o HFC Record Processing 577 Lamont Road Elmhurst, IL 60126	,726K	, 1,	FPT-04 RECORDING \$3.0014 THAN 1177 02/26/97 14:07: \$6112 \$ JW *-97-13350 COOK COUNTY RECORDER
414541 If box is cherved, this me	MORTGA		2150
THIS MORTGAGE is made this 22 WILLIE R JONES AND PAMELA JOHN (herein "Borrower"), and Mortgagee Highword address is 5401 S WENTWORT	ARR S TRUST AND S	FEBRUARY JOINT TENANCY AVINGS BANK 60609	, 199 <u>7</u> , between the Mortgagor,
The following paragraph preceded by X WHEREAS, the Borrower is is indebted to Lender) in the principal stated FEBRUARY 22, 1997 and a Rate Agreement) (herein "Note"), provided	indebted to Lender (or, if sum of \$	Porrower is a land true of 925.00 the three of (including the	st, the beneficiary of the land trust evidenced by the Loan Agreement tose pursuant to any Renegotishle interest, including any adjustments
FERRIARY 228. 2007 Borrower is is indebted to Lender) in the principal spursuant to the Revolving Loan Agreer (herein "Nate"), providing for monthly including any adjustments in the interest	indebted to Lender (or, if sum of \$ ment dated installments, and interes	f Borrower is a land trus or so to and state the rate and under	of the indebtedness, if not sconer of, the beneficiary of the land trust (such thereof as may be advanced I extrasions and renewals thereof the terms (pecified in the Note,
TO SECURE to Lender the reincluding any increases if the contract repayment of all other sums, with interest and (4) the performance of covenants and and convey to Lender and Lender's successions.	repayment of (1) the indeate is variable; (2) future thereon, advanced in accordangreements of Borrower	ebtedness evidenced by advances under any Re- ordance herewith to pro- herein contained, Born following described pr	the Note, with interest thereon, evolving Loan Agreement; (3) the leet the security of this Mortgage; ower does hereby mortgage, grant reporty located in the County of
which has the address of 7933 SO GF Illinois 60619 (Figure Code)	REENWOOD,	CHICAGO	City) The Encounty
(Zip Code) CONTINUED ON ATTACHED EXHIBIT 26-28-96 Mongage HT IL			₩XPRESS HTA00041



the property, and the income is lawfully account of the estate hereby conveyed and has the right to more warrants and will defend undersally the title to the property against all claims and demands, subject to engumber constraints. Bottower coverage in the lawfully seised of the estate hereby conveyed and has the right to more in the interest of record. Rormwer con the Property, and that the property is unencombered, except for encombrances of record, Borrower contribution of the property against all claims and demands, subject to encombrance as follows:

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

In Payment of Principal and Interest at Variable Rates, This morngage secures all payments of principal and Davinent amounts may be subject to change as provided in Variable rate foan. The contract rate of interest and payment amounts may be subject to change as provided in a shall promptly pay when dustill amounts required by the Note. 2. Funds for Taxes and immounts required by the Note, enthly mayments of principal and interest are payable under the Note, until the Note is paid in full, a sum there a, Funds for Taxes and Insurunce. Subject to applicable law or waiver by Lender, Borrower shall pay to constwellth of the yearly taxes, and assessments (including condominium and planned unit develonment ass

monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum the many stain priority over this Mortgage and around rents on the Property, if any, plus one-twelfth of which may attain priority taxes and assessments (including condominium and planned unit development assessments instituted institutes and from time to time by Lender on the basis of assessments and bills and reasonable estimates the continuous and con installments for hazard insurance, plus one-twelfth of yearly premium installments for more age insurance, and shall not be obligated to time by Lender on the basis of assossments and bills and reasonable estimates the extent that Borrower makes such payments in shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments in institutional lender. A prior mortunge or deed of lenst if such holder is an institutional lender.

If Bossower pays Funds to Lender, the Funds shall be held in an institution the deposits of accounts of which a specific formal shall be held in an institution). Lender shall apply the Businessed by a Federal or slate agency line funds shall be held in an institution the deposits or accounts of which a said taxes, assessorate, insurance premiums and ground repts, Lender is such an institution). Lender shall apply the said apply said takes, assess on also agency (including Lender if Lender is such an institution). Lender shall apply the analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest or analyzing said account of verifying and compiling said assessments and bills, unless Lender pays Borrower interest of at the time of e and applicable law percents and compiling said assessments and bills, unless Lender pays Borrower interest of the funds shall be paid to Borrower and Lender may agree in writing at the time of c. this Mongage that interest to make such a charge, Borrower and Lender may agree in writing at the time of ender to be paid, Lender that not be required to pay Borrower any interest or earnings on the Funds. Lender that anch interest to be paid, Lender that not be required to pay Borrower, and unless such agreement is made or applicable in the part of the funds and the purpose is and debits to the Funds and the purpose is a part of the purpose is the purpose in the purpose is the purpose in the purpose is the purpose in the purpose in the purpose is the purpose in Borrower, without charge, an annual recogniting of the Funds showing credits and debits to the Funds and the purpose is pledged as additional security for the sums secured by this Mongage.

Borrower, without charge, an annual secounting of the Funds showing credits and debits to the Funds and the purpose of the Funds and the purpose of the Funds held by Lender topether with the future monthly installments of Funds only by this Morgage. If the amount of the Funds was made, The Funds are pledged as additional security for the sums secured by this Mongage, laxes, assessments, insurance premiums and quantification, shall exceed the amount required to pay and taxes, assess of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assess shall be, at Borrower's option, either promptly responsible promptly promptly responsible promptly responsible promptly p insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assess that be, at Borrower's option, either promptly rest in the amount of the Funds held by Lender shall required to by Lender shall required to pay said taxes. Bostower or credited to Bostower on monthly insulfinents of Funds, insurance premiums and ground rents as they fall due, Bostower's option, either promptly representations of the funds held by Lender shall pay to Lender shall pay to Lender. Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall read to make up the deficiency in one or more payments as they fall due, Borrower shall pay to Lender. anount no pay taxos, assessments, insurance prenuims and count rents as they fall du non navment in full of all sums socured by this Mistuane, Lender may require, minutes.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any funds held by Lender, Lender shall apply, no later t Upon payment in full of all sums secured by this Murtgage, Lender stall promptly refund to Borrower any funds held by Lender, any runds held by Lender shall apply, no later to If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later to the sums secured by this Mortgage. 3. Application of Payments. All payments received by Lender under the Note and paint applied to Lender by Borrower under paragraph 2 hereof, then to interest, and then to the

3. Application of Psyments. All psyments received by Lender under the Note and psing sphs 1 and 2 hereof shall be spplied by Borrower under paragraph 2 hereof, then to interest, and then to the heips!

Prior Moragages and Deed of Trust; Churges; Liens, Borrower shall perform all of Borrower's obligations under any including Borrower's

Rege, deed of trust or other security agreement with a lien which has priority over this Morroser's obligations under any or cause to be paid all taxes, assessments and other charges, fines and same to make payments when due, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and leasehold payments or ground rema, if stants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and less shold payments or ground rents, if fire, hazards included within the term "extended coverage," and such other hazards as Lender may require,

fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender. naurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such include a standard morngage clause in favor of and in a form acceptable to Lender, Lender shall have the right to hold the shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender subject to the terms of any mortgage, deed of trust or other security surgement with a lien which has include a standard morigage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the terms of any morigage, deed of trust or other security agreement with a lien which has

est of loss, Bostower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not My by Borrower.

Series a shandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed to settle a claim for insurance benefits, Lender is authorized to collect and Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and repair of the Property or to the sums secured by this Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and or repair of the Property or to the sums secured by this

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments, Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails 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, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, dishurse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become additional indebtedness of Burrower secured by this Mortgage. Unless Burrower and Londer agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action becomeder.

- 8. Inspection. Lender may take 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.
- 9. Condemnation. 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 envoyance in ficu of condemnation, are hereby assigned and shall be paid to Londer, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Burrower Not Released; Forbentance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Loriewer and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or release a extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made or the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy here. For otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability: Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective saver-sors and assigns of Lender and Borrower, subject to the provisions of paragraph to hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Londer and any other Borrower he can be may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note, without that Borrower's consent and
- without releasing that Borrower or modifying this Mortgage as to that Borrower's interes in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another commer, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or 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 prescided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Luw; Severability. The state and local laws applicable to this Mortgage shall be the laws of de jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given affect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loun Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lander. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.



16. Trunsfer of the Property, If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of the Borrower, (f) a transfer where the spouse or children become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) A transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferce as if a new loan were being made to the transferce. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and psychle. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is nailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lander may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

NON-UNIFORM COVENANTS. Morrower and Lender further covenant and agree as follows:

17. Acceleration; Remedies. Except is provided in paragraph 16 hereof, 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 give notice to Forrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach must be cured; and (3) is date, not less than 10 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 on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrowei of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense 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 payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and cost of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's hreach. Borrower shall have the right to have any proceedings beging by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage; if: (a) Lorrower 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 Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' 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.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder. Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, his abandonment of the

Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 7 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court 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 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, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

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

21. Walver of Homestend. Borrower hereby waives all right of homestead exemption in the Property under state or Federal law.

11.

HTA09044

(Page 5 of 5)

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

	Pamela Dus
	- Borrower
	Wille 12 John
STATE OF ILLINOIS COOK	- Borrowe County ss:
STATE OF ILLINOIS. Cook I, Michael J. Modloff , a No Willie R. Jones and Pamela Jones, his w	stary Public in and for said county and state, do bereby certify that
personally known to in to be the same person(s) whose na appeared before me this day in person, and acknowledged (me(s) are subscribed to the foregoing instrument, that the y signed and delivered the said instrument as columnary act, for the uses and purposes therein set forth.
Given under my hand and official seal, this2	2nd day of February 1997.
My Commission expires:	Mydrod Mart litt
Ox	Notary Public
"OFFICIAL SEAL" Michael J Modloff	This instrument was prepared by:
Notary Public, State of Illinois	Michael J. Modloff
My Commission Expires 5/7/97	(Name)
	5:01 S. Wentworth, Chicago, IL 60609
	(Address)
(Space below This Line Reser	ved For Lender and flecorder)
MAIL TO 3	Return To: Harris Trust not Savings Bank e/o HFC Record Processing 577 Lamont Road Elmhurst, 1L 60126

97100012

06-28-96 Mortgage IIT IL



Property of Cook County Clerk's Office

7200027

EXHIBIT A (PAGE 1)

THAT PART OF LOT 2 (EXCEPT THE NORTH 125 FEET THEREOF IN BLOCK 109 IN CORNELL, A SUBDIVISION OF THE WEST 1/2 OF SECTION 26 AND THE SOUTHEAST 1/4 OF SECTION 26 (EXCEPT THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4, LYING WEST OF THE ILLINOIS CENTRAL RAILROAD, AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35. TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING BETWEEN LINES NORMAL TO THE WEST LINE OF SAID LOT ? AND THE NORTH LINE BEING 277.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2 AND THE SOUTH LINE BEING 293.83 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 2, BEING MEASURED ON THE WEST LINE OF LOT 2, IN COOK COUNTY, Of Coot County Clerk's Office

TAX NUMBER: 20-35-106-062 ORDER #A0096786K

Property of Coot County Clerk's Office