15:37 04/29/97 0004 HCII 35.00 RECORDIN 4 0.50 MATL

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04/29/97 0004 HCH

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ILLINOIS CLOSED-END MORTGAGE

| THIS MONIGAGE IS GIVEN ON TO THE WORLD |
|--|
| DAVID D. JORDAN and DOLORES M. JORDAN HUSEAUN AND WIFE |
| ("Borrower"). This Mortgage is given to Chase Mainstan Bank USA, N.A., which is organized |
| and existing under the laws of the United States of America and whose address is |
| 802 Delaware Avenue, P.O. Box 15741, Wilmington, Ledaware 19886-5741 |
| ("Lender"). Borrower owes Lender the principal sum of |
| FOURTY THOUSAND AND 00/100 |
| |
| Dollars (<u>\$ 40.000.00</u>). |
| The state of the s |
| This debt is evidenced by Borrower's note ("Note") dated the date of the Mongage which establishes |
| the rate(s) of interest to be charged thereunder and provides for payment in monthly installments, with |
| the final scheduled installment, due and payable on This Mortgage secures |
| to Londor: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, |
| extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced |
| under paragraph 7 to protect the security of this Mortgage; and (c) the performance of 3orrower's |
| covenants and agreements under this Mortgage and the Note. For this purpose, Borrower does |
| Covernants and agreement and warrant (values Bernaus) is an illinois land trust in with the |
| hereby mortgage, grant, convey and warrant (unless Borrower is an Illinois land trust, in witch case |
| Borrower does mortgage, grant, convey and quitcisim) to Londer and Lender's successors and assigns |
| the following described property located in COOK |
| tilinois, hereby releasing and waiving eff rights under and by virtue of the homestead exemption laws of |
| illinois: |
| See Attached Schedule "A" |
| |

97299616

which has the address of ("Property Address"); 1241 S. 16TH AVE, MAYWOOD, IL 60153-1847

35.50

(1)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property".

P.I.N.: 15-15-210-014 Volume 165

This document was prepared by and, after recording, should be returned to: Chase Manhattan Home Equity Services, P.O. Box 92974, Rochester, NY 14692

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, convey and, if Borrower is not an Illinois land trust, then also warrant the Property and that the Property is unencumbered, except for encumbrances of record as of the date hereof. Unless Borrower is an Illinois land trust, Borrower warrants and will defend generally the little to the Property against all claims and demands, subject to any encumbrances of record as of the date hereof.

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 all other charges due under the Note.
- 2. Payments of Taxes and inscrence. Borrower will pay, when due, all taxes, assessments, leasehold payments or ground vento (" any), and hazard insurance on the Property and mortgage insurance (if any).
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 may be applied first to interest and other charges payable under the Note and then to the remaining principal brance under the Note.
- 4. Prior Mortgage and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make perments when due. Borrower shall pay all taxes, assessments, charges, fines and impositions (attributable to the Property which may attain priority over this Mortgage, and leasehold payments or ground rents, if any. Upon Lender's request, Borrower shall promptly furnish to Lender all notices of amounts, to be paid under this paragraph and receipts evidencing any such payments Borrower makes directly.

Borrower shall promptly discharge any lien arising after the date of this Moltgage which has priority over this Mortgage 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 Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the lienholder an agreement satisfactory to Lender subordinating the lien to this Mortgage. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Mortgage, Lender may give Borrower a notice identifying the lien. 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 or Property Insurance. 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 any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld. If Borrower fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Subject to the rights of a prior mortgage, deed of trust or other security agreement, Londer 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 and Lender. Lender may make proof of loss if not made promptly by dorrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and Lender's security is not lessened. If restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 (as)s a notice from Lender that the insurer 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 Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

if under paragraph 18 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 Morgage immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Projection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, satablish, and use the Property as Borrower's principal residence and shall continue to occupy the Property as Borrower's principal residence unless Lender otherwise agrees in writing, which consent shall not be unreasonably withhold. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any civil or criminal forfulture action or proceeding is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, preclude confeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Mortgage or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, Borrower shall comply with all the provisions of the lease. If the Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lander's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture 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 Mixtgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repulirs. 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 Mortgage. Unless Borrower and Lender agree to other terms of cayment, 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.

- 8. Impaction. 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 lieu of condemnation, and hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not thun due. Any excess shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Mortgage immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Mortgage 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 Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured in mediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable in otherwise provides, the proceeds shall be applied to the sums secured by this Mortgage whether or not the sums are then due.

if the Property is abandoned by Borrower, or if, after notice by Lendano Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower that the condemnor offers to make a claim for damages, Borrower that the condemnor of the claim for damages, Borrower that the condemnor of the claim for damages, Borrower that the condemnor of the claim for damages, Borrower that the condemnor of the condemno

The aforogoing provisions are subject to the rights of a prior mortgage, deed of trust or other security agreement.

10. Borrower Not Released; Forbearance By Lender Not a Walver. 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 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 Mortgage by reason of any demand made by the priginal Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waivor 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 Mortgage shall bind and benefit the successor and assigns of Lender and Borrower, subject to paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Mortgage but does not execute the Note: (a) is signing this Mortgage only to mortgage, grant, convey and, if such Borrower is not an Illinois land trust, then also warrant such Borrower's interest in the Property under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; 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 Mortgage or the Note without that Borrower's consent.
- 12. Notices. Notices to Borrower shall be sufficient if mailed postage prepaid to Borrower at the Property Address. Notices to Lender shall be sufficient if mailed postage prepaid to Lender's address appearing at the top of page 1 hereof.
- 13. Governing Law; Severability. This Mortgage shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note which can be given effect without the conflicting provision. To this end the provisions of this Mortgage and the Note are declared to be severable.
- 14. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Mortgage.
- 15. Transfer of the Property of 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 sold 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 Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.
- If Lender exercises this option, Lender shall give Surrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date in a notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
- 16. Sale of Note; Change of Loan Servicer. The Note or a paidal interest in the Note (together with this Mortgage) may be sold one or more times without prior notice of Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change in the Loan Servicer, Borrower will to given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 17. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences 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 to maintenance of the Property.

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Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 17, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 17, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- 18. Acorderation; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's creach of any covenant or agreement in this Mortgage (but not prior to acceleration under paragraph 15 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the acutor required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date epocified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judical proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate or redeem after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured or or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judical 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 and costs of title evidence.
- 19. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall reliabluse tender for any recordation costs.
- 20. Walver of Homestead. Borrower waives all rights of homestead exemption in the Property.
- 21. Riders to this Mortgage. If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rions shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

| | Condominium Rider | 2-4 Family Rider |
|---|-----------------------------------|------------------------|
| - | Planned Unit Development Rider | Other(s) (specify) |

22. Maximum Amount Secured. This Mortgage shall secure an amount not to exceed the sum of the principal and interest evidenced by the Note and additional amounts, which additional amounts shall in no event exceed \$500,000.

- 23. Security Agreement and Fixture Filing. This Mortgage constitutes a security agreement with respect to all fixtures and other personal property in which Lender is granted a security interest hereunder, and Lender shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the state where the property is situated (the "Uniform Commercial Code"). The recording of this Mortgage in the real estate records of the county where the property is located shall also operate from the time of recording as a fixture filling in accordance with Sections 9-313 and 9-402 of the Uniform Commercial Code.
- 24. Trustee Exculpation. If this Mortgage is executed by an Illinois land trust, trustee executes this Mortgage as trustee as aforesaid, in the exercise of the power and authority confurred upon and vested in it as such trustes, and it is expressly understood and agreed by Londer and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note should by this Mortgage shall be construed as creating any liability on the trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hargunder or to surform any covenants either express or implied herein contained, all such fiability, if any, being expressivelyed, and that any recovery on this Mortgage and the Note secured hereby shall be solely against and out of the property hereby conveyed by enforcement of the provisions horsel and of said Note, but this waiver shall in no way affect the personal liability of any individual co-maker or guaranter of the Note

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.

Social Socurity Number 319-26-6318

Borrowe DELORES M

341280431 Social Security Number_

(Soal)

| STATE OF ILLINOIS) | |
|--|------------|
| COUNTY OF Regard) 88 | |
| | |
| I, The undervertiged, a Notary Public in and for said County, in the State aforesaid, DD HEREBY CERTIFY that DRIVED D. See Drive And Declared All See Drive | calar fine |
| personally known to me to be the same persons whose name(s) is (are) subscribed to the forego | ing dist |
| instrument, appeared before me this day in person, and acknowledged that | |
| The free and voluntary act, for the uses and purposes therein set forth, including the | |
| rolease and waiver of the right of homestead. | |
| And Given under my hand and official seal, this | |
| APRIL 19 99 day of Commission Expires: 18 198 All 11 Factilist | |
| Commission Expires: 12/1/18 | 9 |
| Notary Public | 36 |
| | 97299616 |
| UT MORTOACON IO A PRINCE. | |
| not personally but solely as trustee as aforesaid | |
| | |
| Ву: | |
| Title: | |
| | |
| ATTEST:Title: | |
| OFFICIAL CS/1 * | |
| 76 | |
| OFFICIAL CS/1 | |
| Diano M. Pudolck Notary Public, State of Illinois Notary Public, State of Illinois | |
| OFFICIAL CS/1 Diano M. Pudokck Notary Public, State of Illinois My Commission Expires 10/11/98 | |
| | |

TITCOR TITLE INSURANCE COMPANY

Commitment No.: OC342723

SCHEDULE A - CONTINUED

EXHIBIT A - LEGAL DESCRIPTION

LOT 96 IN THE SUBDIVISION OF LOTS 183 TO 197 AND 202 TO 231 IN SEMINARY ADDITION SUB.
A12, FAX.
ODERATION OF COOK COUNTY CLERK'S OFFICE TO MAYWOOD, A SUBDIVISION OF PART OF NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office