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## FROM (FORD CONSUMER (IN) NE OFFIC 747 9694 COSP

\$27.50 DEPT-01 RECORDING T#0011 TRAN 6825 04/30/97 13:52:00

47372 + KP #-97-302895 COOK COUNTY RECORDER

PREPARED WE

("Lender").

97302895

(Space Above This Line For Recording Data) -

## MORTGAGE

THIS MORTGAGE ("Security instrument") is given on 04/25/97
The mortgagor is LEGNARD PARKES

AND KATRINA PARKER

("Borrower"). This Security Instrument e river to FORD CONSUMER FINANCE CO. INC. porporation, whose address is 260 E. JOHN CARPENTER FREEWAY

IAVINO. TX 75082

Borrower owes Lender the principal sum of ONE HUNDRED TWO THOUSAND, NINE HUNDRED SIXTY UPCLIRS AND .00 CENTS dollars (U.S. \$ 102,980.00 ). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 04/25/12. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, evaluated under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's or versents and agreements under the Alleston of Borrower's or versents and agreements under the Alleston of Borrower's or versents and agreements under the Alleston of Borrower's or versents and agreements under the Alleston of Borrower's or versents and agreements under the Alleston of Borrower's or versents. the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, impole:

20-26-220-012

LAW TITLE

which has the address of 7331 S. DORCHESTER CHICAGO, IL 80818

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenences, 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."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for current texes. Borrower warrants and will defend generally the title to the Property against all claims and demands.

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

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

paragraph 1 shall be applied: first, to late charges due under the Note; second, to interest due; and last, to principal due.

3. 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 pay on time directly to the person owed payment. 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 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 the 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 lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, 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.

4. Hazard insurance Borrows and teap the implements now existing or hereafter erected on the Property requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance shall be chosen by Borrower subject to Lender's approval which shall not be requires insurance. This insurance shall be insurance in the amounts and for the periods that Lenger requires, the insurance shall be chosen by Borrower subject to Lender's approval which shall not be

insurence carrier providing the insurence shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to 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 promptly give to Lender all carrier and Lender, Lender may make proof of loss if not worth of loss, Borrower shall promptly give to Lender all Chiese Lender and Borrower otherwise agree in writing, insurance propered shall be applied to restoration or repair is not economically feesible pair is economically feesible and Lender's security lender's security lender is several to the surms secured by this Security instrument, whether or not then due, with any excess paid to Borrower abandous the Property, or does not answer within 30 days a notice reader that the insurance proceeds shall be restored to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds of repair or pastore the Property or to pay surms secured by this Security instrument, whether or not then due. The 30-day period will be under participation and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postspone the due date of the monthly payments referred to in paragraph 1 or change the amount of the payments. If Security instrument immediately prior to the acquisition shall pass to Lender to proceed a proceed reculting sharps and Borrower prior to the acquisition shall pass to Lender to the property allow the Property to destinate or grown with the property of destinates of property; Leasaholds, Borrower shall not destroy, demange, or substantially sharps and instrument with the property to destinate or grown writing.

By Property on any for white the property of destinates of property (such as a proceeding in be

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower secured by this Any amounts dispursed by Lenger under this paragraph shall become againonal dept of borrower secured by this Security instrument. Unless Borrower and Lander agree to other terms of payment, these amounts shall bear interest from the date of dispursement at the Note rate unreshall be payable, with interest, upon notice from Lender to Borrower

7. Inspection, Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall f. Inspection, Lenger or its agent may make responsible entries upon and inspections of the reperty. Lenger shall give Bottower notice at the time of or prior to an inspection excellying reasonable cause for the inspection.

8. 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 flet of condemnation, are hereby assigned.

condemnation of other taking of any part of the Property, of to conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a total taking of the Property, the procesus 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, the amount of the proceeds multiplied by the following fraction: (a) the trial Impunt of the sums secured by paid to the Borrower.

paid to the dorrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to provide that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lender within 50 days after the date the notice is siven. I and an in authorized to collect and apply the property.

make an award or settle a claim for damages, Borrower falls to respond to Lender within 20 days after the date the notice or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of shall not extend or modification of amerization of the sums secured by Lender Not a Walver. Extension of the unterfor payments.

Lender shall not be required to commance proceedings against any successor in interest or refuse to extend time for interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commance proceedings against any successor in interest or refuse to extend time for made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remadu.

made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Saveral Liability: Co-signers. The covenants and agreements of this paragraph 16. Borrower's covenants and agreements shall be joint and Several. Lender and Borrower, subject to the provisions of that Borrower's interest in the Note: (a) is obsigning this Security instrument or the Property under the terms of this Security Instrument or the mortgage, great and convey modify, forbear or make any accommodations with regard to the terms of this Security instrument or the Note without that Borrower's consent.

11, 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 or other loan charges collected or to be collected or to be collected in necessary to reduce the charge to the permitted limits; then: (a) any such loan charge shall be reduced by the amount permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed partial prepayment. 11 FADCBLOIJ

by paragraph 20. It Lender exercises this option, Lender shall take the steps specified in the second paragraph of 13. Notices. Any notice to Borrower provided for 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 method. 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 Security Instrument shall be desmed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing I am: Sovershillty. This Security Instrument shall be developed by federal law and the law of the

14. Governing Law; Soverebility. This Security Instrument 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 Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Wole are declared to be severable.

15. Borrower's Copy, Borrower shall be given one conformed copy of the Note and of this Security Instrument and the 15. Transfer of the Property or a Baneficial interest in Borrower, if all or any part of the Property or any Interest in without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the date of this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of its Lendar exercises this paids.

the date of this Scourity Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 3D days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any 17. Borrower's Right, (a) Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this pays Lender all sums which then would be due under this Security instrument. Those conditions are that Borrower: (a) (b) curse any default of any other overlants or agreements; (b) pays all expenses incurred in enforcing this Security requires to assure that the lien of this Security Agreement, Lender's rights in the property and Borrower's obligation to pay instrument and the obligation secured hereby shorrowers in fully effective as fine acceleration had occurred, However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 18.

instrument and the obligation secured hereby shall comain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 12 or 16.

18. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to 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 Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in coordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Service; and the address to which payments should be made.

The notice will state the name and address of the new Loan Service, and the address to which payments should be made.

19. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of Property that is in violation of any Environmental Law. The preceding two sintences shall not apply to the presence, use, normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, plaint righted to be appropriate to Borrower shall promptly give Lender written notice of any investigation, plaint righted to payment apply to the presence, use, normal residential uses and to maintenance of the Property.

or storage on the Property or small quantities or Hazardous Substances that and generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, dumand, isweult or other action by sarry governmental or regulatory agency or private party involving the Property and any Hazardous Substance or regulatory authority that any removal or other remediation of any Hazardous Substances or regulatory authority that any removal or other remediation of any Hazardous Substances defined as toxic or restricting the Property is As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or restricting the Property is toxic pesticides or herbicides, volatile solvents, materials containing aspectous or formaldehyde, and remained substances desired that relate to health, safety or environmental laws and laws of the jurisdiction where the Property is 20. Acceleration: Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a failure to cure the default on or before the date the notice is given to Borrower, by which the default must be cured; and (d) that this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform of a default or any other defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the instrument without further defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the instrument without further defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the instrument without further defense of Borrower to acceleration and foreclosure, if the default is not cured on or before the instrument without further default in pursuing the remaining pro 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, including, but not limited to,

entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Lender in Possession. Upon acceleration under paragraph 20 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 the Property shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of 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 Security Instrument.

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22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and ocvenants contained in this Security Agreement.

	X Slovard Parker  CX Alteria Clarb  KATHIMA PARKER
STATE OF ILLINOIS. COOK	County se:
hereby certify that Le mand Parker	= Kutsina Parker)
personally known to me to be the same person who foregoing instrument, appeared before me this day in personal instrument as wifree voluntary not for the use	reon, and acknowledged that + he - signed and delivered
Given under my hand and official seal, this	the day of April 1990
My commission expires: 1-4-98	Coura Hallo Notery Public
COR NOTARY	FICIAL PEAL INA L. CODLIK PUBLIC, STATE OF PLINOIS MISSION EXPIRES 1-1-05

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