PRECORD AND RETURN TO: SHITH-ROTHCHILD FIRANCIAL CO. CON

221 M. LASALLE ST.,

CHICAGO, ILLINOIS 60601

Prepared by:

2X34(3155

DOCU-TECH, INC./J.V. FOX

800 W. STH AVE., #206C MAPERVILLE, IL 40563

45/29/97

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9:52 1906 NC# RECORDIN 4 31.80 1.50

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on May 20, 1997 MACK HENRY WOODS AND LINNIE WOODS, HUUBAND AND WIFE, IN JOINT TENANCY

. The mortgagor is

("Borrower"). This Security Instrument is given to

SMITH-ROTHCHILD FINANCIAL CO.

which is organized and existing under the laws of

THE STATE OF ILLINOIS

, and whose

address is 221 NORTH LASALLE STREET, SUITE 400, CHICAGO, AVELINOIS 60601

("Lender"). Horrower ower Lender the principal cum of

Forty Two Thousand and no/100- - - - - -

Dollars (d.S. \$ 42,000.00

This debt is evidenced by Borrower's note dated the same date as this Security line wheat ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 27, 2027

This Security Instrument secures to Lender: (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 Security Instrument; and (c) the performance of Borrower's covenants and agricuments under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Instrument the following: Campty, Illinois: described property located in

LOTS 469, 470 AND 471 IN E.A. CUMMINGS AND COMPANY'S 63RD STREET SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 38 WORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

ILLINOIS.

20-18-418-022, 20-18-418-023, 20-18-418-024

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which has the address of

Misoés. 60636

LLUIQUE-Single Family-FIRMA/HILLIC UNIFORM *Omi^

MISTRUMENT Form 2014 9/90 mård 5/91

VMP MORTGAGE FORMS - (900)521-7291

6153 SOUTH WOLCOTT, CHICAGO [Zip Code] ("Property Address");

Street, City





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TOXIETHER WITH all the improvements now or hereafter erected on the property, and all exements, appartenances, and 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 (XOVENANTS 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 unexcombered, except for encombrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

I. 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. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments, which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums. if any; (c) yearly saying the insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragram 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, respect and hold Funds in an amount not to exceed the maximum amount a lender for a federally seluted mortgage form may regime for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time. 12 U.S.C. Section. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a losser amount. If so, Losser may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may extimate the amount of Funditive on the basis of current data and reasonable estimates of expenditures of future Escrow home or otherwise in accordance with posicible law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lander, if Lander is such an institution) or in any Federal Home Loan Bank. Lander shall apply the Funds to pay the Excrow Items. Lender may not charge Borrower for solling and applying the Funds, annually analyzing the excrow account, or verifying the Escrow Items, unless Lender pays Borrows, interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a co-cine charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be step red to pay Borrower any interest or carnings on the Funds. Borrower and Lender may agree in writing, however, that interest their be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Horrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrow of in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve mouthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall prohibitly refund to Hortower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property. Lender, print to the acquisition or sale of the Property, shall apply any Funds held by Leader at the time of acquisition or sale as a credit teatret the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lexue, under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable and/or paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under 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 pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. 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.

Bottower shall promptly discharge any lieu which has priority over this Security Instrument unless Bottower: (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 (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

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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.

5. Hazard or Property Insurance. Porrower thall 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 undutained in the monute and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Rorrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower fails to maintain 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. 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 insurance carrier and Lender. Leader may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damby 4. If the restoration or repair is economically leasible and Lander's security is not lessened, If the 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 Secretity Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not wower within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Leader may collect the improhee proceeds. Leader may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instruction, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrowe suberwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lander, 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 stuns secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy. Preservation, Maintenance In Systection of the Property; Borrower's Laun Application; Leaseholds. Borrower shall occupy, establish, and use the Properly of dorrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. 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 forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lieu created by this Security in drament 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, procludes forfeiture of the Borrow'r's interest in the Property or other material impairment of the lieu created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the four application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with my material information) in connection with the loan evidenced by the blote, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold. Borrower shall comply with all the provisions of the lease. If Borrower acquires fee ails 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 agreement contained in this Security Instrument, 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 [xx/m 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 samts secured by a lien which has priority over this Security lastrament, appearing in court, paying reasonable attorneys' fees 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 disbutsed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Scentity 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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security instrument. Recrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for my reason, the mortgage insurance coverage required by Lender lapset or ceases to be in effect, Borrower shall pay the premiums required to

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obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the score to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insures approved by Lender. If substantially equivalent mortgage insurance coverage is not available. Borrower shall pay to Lender each month a sum equal to cone-twelfth of the yearty mortgage insurance premium being paid by Borrower when the insurance coverage imposed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Importion. Leader or its agent may make reasonable entries upon and inspections of the Property. Leader shall give

Bosrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

18. 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, are hereby assigned and

shall be paid to Leader.

In the event of social 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 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 Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument stall revoluted 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 is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless florrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, et if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fairs to respond to Lender within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, a its option, either to renoration or repair of the Property or to the sums

secured by this Security Instrument, whether or not then one.

Unless Lender and Borrower otherwise agree in writing, an application of proceeds to principal shall not extend or postpone the due date of the mouthly payments referred to in part exapts 1 and 2 or change the amount of such payments.

11. Horrower Not Released; Forberrance By London Not a '6a' ver. Execution of the time for payment or modification of amortization of the same secured by this Security Instrument granted by London to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's coordinates in interest, London shall not be required to commence proceedings against any successor in interest or refuse to extend titue lot payment or otherwise modify amortization of the same secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by London in exercising any right or remet y shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs 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 accuted by this Socurity Instrument; and (c) agrees that Lender and any other Borrower may agree to extend aboutly, forthear or make my accommodations with regard to the terms of this Security Instrument or the Note without that Borrower consecut.

13. Lann Charges. If the loss secured by this Security Instrument is subject to a law which sets maximum loss charges, and that law is finally interpreted so that the interest or other loss charges collected or to be collected in connection with the loss exceed the permitted limits, then: (a) my such loss charge shall be reduced by the amount secessary to reduce the charge to the permitted limit; and (b) my sums attendy collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without my prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class multi-miless applicable law requires use of mother method. The notice shall be directed to the Property Address or my other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

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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 deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. 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 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.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. 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 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 Security Instrument. However, this option shall not be exercised by Lender if exercise 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. The 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 secured by this Security Instrument. If Borrower fails to pay these sums prior to the explication of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right in Relastate, if Borrower moets certain conditions, Borrower shall have the right to have enforcement of this Security transpacent discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for relastatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be the finder this Security Instrument and the Note as if no acceleration had occurred: (b) cures any default of any other coverants or a recurents; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's eight in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue nuchanged for relatintement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note of 1 partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to the crower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects mouthly payments due under the obse 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 accordance with paragraph 14 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.

20. Hazardous Substances. Borrower shall not cause or permit the presence, ere, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone rise 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 the appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or offset action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or regulatory sutherity of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory sutherity, 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 20, "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, foxic pesticides and herbicides, volatile solvents, materials containing ashestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breacht of any covernant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 miless

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applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a dute, not less than 30 days from the date the notice is given to Boryawer, by which the default must be cured; 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. 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 defense of Borrower to acceleration and foreclosure. If the default is not cated 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. Lander shall be catified to collect all expenses incorred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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 my recordation costs.

23. Waiver of Homestead, Borrower	waives all right of homestead exemption i	n the Property.
24. Riders to this Security Instrume Security Instrument, the covenants and agre- the covenants and agree acriss of this Securi- [Check applicable box(ex)]	ements of each such rider shall be incorpo	
Adjustable Rate Ride/ Graduated Payment Riser/ Balloon Rider VA Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify]	1-4 Family Rider Niweekly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower and in any rider(s) executed by Borrower and re-Witnesses:		s contained in this Security Instrument and
<u>Camerida</u>	ENCK HENRY WO	and the state of
	LIMMIT WOODS	-Bogowei
	(Seal)	(Sical)
	-Bottower	Lich - tritiones
STATE OF ILLINOIS, I, that MACK HENRY WOODS AND LINNI subscribed to the foregoing instrument, app	a Notary Public is and in MODES, RUSBAND AND MIPE, It personally known to a cared before me this day in person, and ac	ne to be the same person(s) whose name(s) knowledged that THEY
signed and delivered the said instrument as Given under my hand and official seal,	this 20th day of Hay	for the uses and purposes therein set forth.
My Commission Expires:	Notery Public	97377713
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MY COMMISSION EXPINES ORIGINOS

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