

UNOFFICIAL COPY 78514415

RETURN TO: EMPIRE FUNDING CORP.
9737 Great Hills Trail, Austin, Texas 78759
(800)261-4898

8134/0027 69 101 Page 1 of 3
1998-06-17 13:25:39
Cook County Recorder 29.00

ILLINOIS MORTGAGE

Loan# 4830589

This Mortgage is made between the Mortgagor,

MARK P OBRIEN

a single person

(herein, "Borrower") having an address at

8330 S KEELER CHICAGO, IL 60652

and the Mortgagee, EMPIRE FUNDING CORP., 9737 Great Hills Trail, Austin,

Texas 78759, a corporation organized and existing under the laws of Oklahoma

(herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum

of U.S. \$ **45,500.00**, which indebtedness is evidenced by Borrower's note dated
06/11/98 and extensions and renewals thereof (herein "Note"), providing for

monthly installments of principal and interest, with the balance of indebtedness, if not

sooner paid, due and payable on **05/16/23**;

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note,
with interest thereon; the payment of all other sums, with interest thereon, advanced in
accordance herewith to protect the security of this Mortgage; and the performance of
the covenants and agreements of Borrower herein contained, Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the
County of **COOK**, State of
Illinois

SEE EXHIBIT A

which has the address of **8330 S KEELER CHICAGO, IL 60652**

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances
and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing,
together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."
Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey
the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants
and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest.** Borrower shall pay when due the principal and interest indebtedness and late charges
evidenced by the Note.

2. **Taxes.** Borrower shall pay when due all taxes, liens, assessments, charges, fines, impositions, leasehold payments, ground

Borrower(s) initials MP

rents, and any other charges whatsoever now existing or hereafter levied or assessed upon the Property, or upon the interest therein created by this Mortgage and, upon Lender's request, shall deliver to Lender satisfactory evidence of payment thereof. Borrower shall preserve and maintain the liens created hereby on the Property, including any improvements hereafter made a part of the realty. Borrower will not let any mechanic's or other workmen's judgment lien attach to the Property.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender shall be applied by Lender according to the terms of the Note.

4. **Prior Mortgages and Deeds 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 payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority hereover, and leasehold payments or ground rents, if any.

5. **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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. In addition, Borrower agrees to maintain flood insurance with Beneficiary as loss payee in an amount equal to the principal outstanding during the term of said indebtedness if required pursuant to the Flood Disaster Protective Act (42 U.S.C. 4012a).

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, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured hereby. Unless Borrower and Lender 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 hereunder.

8. **Inspection.** Lender may make 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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority hereover.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured hereby by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or 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 successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 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 grant and convey that Borrower's

Borrower's initials

EFC 497 Form D-4-II

Lender - Original Borrower - 1 copy

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

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

(PLEASE SIGN AND NOTARIZE ORIGINAL WHITE COPY)

IN TESTIMONY WHEREOF, the signature of Mortgagor is hereunto affixed on 6/11/05

MARK P OBRIEN

STATE OF ILLINOIS, _____ County SS:

On 6/11/05 before me, a Notary Public in and for the aforesaid County, do hereby certify that
MARK P OBRIEN

personally known to me to be the same person(s) whose name(s) were subscribed to the foregoing instrument, personally appeared before me and acknowledged that he/she/they signed and delivered said instrument as his/her/their free and voluntary act, for the use and purposes therein set forth. WITNESS my hand and official seal the date last aforesaid.

My Commission Expires: 12-12-05
(SEAL)

MARK P OBRIEN
Notary Public



