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1077/0013 30 001 Page 1 of 5 1998-09-22 09:44:00 Cook County Recorder 27,00

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Propered by a in Bit 70° Accredited Home Lenders, Inc., A Celifornia Corporation 18030 Avenue of Science, #100 San Diego, CA 92128

#### MORTGAGE

THIS MORTGAGE is made all 31st day of MASHONA WHITE married to Apollo Freeman

1998 , between the Mongagor,

(hercin "Borrower"), and the Mortgages.

Accredited Home Lenders, Inc., A Collifornia Corporation existing under the laws of the State of CALFORNIA 19030 Avenue of Science, #100, San Diego, CA 92128

, a corporation organized and , whose address is

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 3,000.00 (herein "Londer").

evidenced by Borrower's note dated August 31, 1998 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 September 15, 2008;

TO SECURB 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 economy of this Mongage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereb; an ortgage, grant and convey to Lender the following described property located in the County of COOK.

State of Illinois:

LOT 36 IN BLOCK 57 IN SOUTH CHICAGO, BEING A SUBDIVISION BY THE CALLMET AND CHICAGO CANAL AND DOCK COMPANY OF PARTS OF FRACTIONAL SECTIONS 5 AND 6. TOWNSHIP 37 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcal ID#: 25-06-227-009-0000 which has the address of 9025 SOUTH BRANDON AVENUE.

VMP MORTGAGE FORME - ISOCIAZI-7281

CHICAGO

[34reet]

[City]

Minois

50617

[Zip Code] (herein "Property Address");

ILLINGIS - SECOND MORTGAGE-1/80- FNMA/FHLMO UNIFORM INSTRUMENT

-70(IL) (0006)

Form 3614 Amended 8/38 Bux 333-CI

ANL 181201 (9/97)

WHITE

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TOOETHER with all the improvements now or hereafter crected on the property, and all easements, rights, appulathances and rents all of which shall be doesned to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the lossehold setate if this Mortgage is on a lessehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully selved of the selate hereby ponyeyed and has the right to morigage, 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

1. Payment of Principal and Interest. Somower shall promptly pay when due the principal and interest indebtedness UNIPORM COVENANTS, Borrower and Lander covenant and agree as follows: record.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lander avidenced by the Note and late charges as provided in the Note. on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hezard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated milially and from time to time by Lendor on the basis of easessments and bills and reasonable estimates thercof. Borrower shall not to obligated to make such payments of Punds to Londer to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lettuer the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Poderal or state agency (including Lander if Lander is such an institution). Lander shall apply the Funds to pay said texos, assessments, insurance promiume and ground rents. Londer may not charge for so holding and applying the Funds, analysing said account or verifying and compiling said assessments and bills, unless Landar pays Borrower interest on the Punds and applicable law permits Lander to make such a charge. Borrower and Lander may agree in writing at the time of execution of this Mortgage that interest on the Punds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lander shall not be required to pay Borrower any Interest or earnings on the Punds. Lander shall give to Borrower, without charge, an annual accounting of the runds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged and dilitional security for the sums secured by this Morigage.

If the amount of the Funds held by Londer, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, Missisments, insurance premiums and ground rents as they fall tue such excess shall be, at Borrower's option, either promptly repetd to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lendor shall not be sufficient to pay taxes, assessments, insurance premiums and ground ronts as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lander snall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is oth arwite acquired by Lender, Lender shall apply, no laser than immediately prior to the sale of the Property or its acquirition by Lender any Funds held by Lender at the time of

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under the Note application as a credit against the sums secured by this Mortgage. and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under

paragraph 2 hersof, then to interest payable on the Note, and then to the principal of the Note. 4. Prior Mortgages and Deeds of Trust; Churges; Liens. Borrower shall perform all of Forro ver's obligations under any moragage, deed of trust or other security agreement with a lien which has priority over this biorgove, 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 antibutable to the Property which may attain a priority over this Mortgage, and lesschold payments or ground rents, if

S. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hexards included within the term "extended coverage", and such other hexards as Lender may require and in

The insurance cerrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such such amounts and for such periods as Lender may require. approval shall not be unreasonably withhold. 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.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londer. Londer 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, Londer 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.

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 doctaration 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 solion or proceeding is commenced which materially affects Lendor'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 murigage insurance as a condition of making the loan secured by this minutage. Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such incurance terminates in accordance with Borrower's and Lender's written agreement or applicable aw.

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

paragraph 7 shall require Lander to Incur any expense or take any action hercunder.

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 mlated to Lender's interest in the Property.

9. Condemnation. The proceeds of any award of 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 over this Mortgage.

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 by this Morigage by reason of any demand made by the original Borrower's successors in interest. Any forbearance by Lender in exercising any right or remody 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 heroof. 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 corsonally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hersunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Egypwer's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (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 provided herein, and (b) any notice to Londer shall be given by certified mail to Londer's address stated herein or to such other address as Londer 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 Londer when given in the manner designated herein.

13. Governing Laws Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Pederal 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

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provisions of this Mortgage or the Note which can be given effect 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 Morigage at the time of

execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. 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. Transfer of the Property or a Beneficial Interest in Bosrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Bosrower is sold or transferred and Bosrower is not a natural person) without Londer'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 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 Morrgage. If Borrower falls to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Morrgage without forther motice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hersof, upon Borrower's breach of any covenant or agreement of Borrower in this Morgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give not acceleration as provided in paragraph 12 hereof specifying: (1) the breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be card; 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 Borrover 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 cilect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees and costs of commentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Morigage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Morigage discontinued at any time prior to entry of a judgment enforcing this Morigage if: (\*) Borrower pays Lender all sums which would be then due under this Morigage and the Note had no acceleration occurred; (h) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Morigage, 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 Londer may reasonably require to assure that the lien of this Morigage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Morigage shall continue unimpaired. Upon such paymen, and cure by Borrower, this Morigage and the obligations secured hereby shall remain in full force and effect as if no acceleration new property.

19. Assignment of Runtes Appointment of Receiver. As additional accurity hereunder, Borrower horby assigns to Lender the routs of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abundonment of the

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

Upon acceleration under paragraph 17 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 accuract 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.

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

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Form 3814

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		, personally known to me to be the same person	n(s) whose name(s)
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same premises daced\_\_\_\_\_

and recorded on

purposes specified therein.

Form 3414

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