

UNOFFICIAL COPY 98958544

2553/0011 Q2 001 Page 1 of 3
1998-10-26 11:06:54
Cook County Recorder 25.50



REAL ESTATE MORTGAGE

(This space for Recorder's use only)

THIS INDENTURE WITNESSETH, THAT Rufus Jackson and Florida Jackson
of 4300 W. Madison Street City of Chicago State of Illinois, Mortgagor(s)
(Address of Buyer)
MORTGAGE and WARRANT to Felco Factory To You
of 7540 W. Irving Park Road (Seller) Nearridge IL 60634, Mortgagee,
(Seller's Address)
to secure payment of that certain Home Improvement Retail Installment Contract of even date herewith, in the amount of
\$ 11,130.00 payable to the order of and delivered to the Mortgagee, in and by which
the Mortgagor promises to pay the contract and interest at the rate and in installments as provided in said Contract with
a final payment due on September 1, 2001, the following described real estate, to wit:

LOT 7 IN HAMBLETON'S SUBDIVISION OF THE WEST 5.96 CHAINS OF THE
EAST 10.05 CHAINS OF THAT PART LYING NORTH OF LAKE STREET OF THE
EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

P.I.N. 16-09-402-013
A/K/A 4838 WEST LAKE STREET, CHICAGO, ILLINOIS 60644

situated in the County of Cook in the State of Illinois, hereby releasing
and waiving all rights under and by virtue of the Homestead Exemption Laws of the State of Illinois, and all right to retain
possession of said premises after any default in payment or breach of any of the covenants or agreements herein
contained.

AND IT IS EXPRESSLY PROVIDED AND AGREED, That if all or any part of the property or an interest in the property is
sold or transferred by Mortgagor without Mortgagee's prior written consent, Mortgagee, at Mortgagee's option, and in
accordance with federal law, may require immediate payment in full of the entire amount due under the Mortgage and
Home Improvement Retail Installment Contract. Mortgagee, at Mortgagee's option, may waive the right to declare the
balance immediately due and may accept in writing an assumption agreement executed by the person to whom the
Mortgagor is transferring or selling the interest in the property.

Handwritten initials/signature

IT IS FURTHER EXPRESSLY PROVIDED AND AGREED, That Mortgagor(s) shall pay all taxes, assessments, insurance premiums, and prior liens that such mortgaged property may be subject to. In case Mortgagor(s) shall fail to pay such expenses, Mortgagee, at its option, may pay them and all sums of money so expended shall be repayable by Mortgagor(s) and such expenditures(s) shall be secured by this Mortgage. If default be made in the payment of the said contract, or of any part thereof, or in the case of waste or non-payment of taxes, assessments or prior mortgages on said premises, or of a breach of any of the covenants or agreements herein contained, then in such case the whole of said sum, secured by the said contract in this mortgage mentioned, shall thereupon, at the option of the said mortgagee, his or its attorneys or assigns, and as provided by law, become due and payable, and this mortgage may be foreclosed to pay the same, and it shall be lawful for the said mortgagee, his or its attorneys or assigns, to enter into and upon the premises hereby granted, or any part thereof, and to receive and collect all rents, issues and profits thereof.

UPON THE FORECLOSURE AND SALE of said premises, there shall be first paid out of the proceeds of such sale all expenses of advertisement, selling and conveying said premises, and reasonable attorney's fees, to be included in the decree, and all moneys advanced for taxes, assessments and other liens; then there shall be paid the unpaid balance of said contract whether due and payable by the terms thereof or not.

DATED, This 17 day of JUNE A.D., 19 98

Rufus Jackson (SEAL)
Mortgagor RUFUS JACKSON

Florida Jackson (SEAL)
Mortgagor FLORIDA JACKSON
(type or print name beneath signatures)

Person signing immediately below signs to subject his or her interests in the above described property, including any right to possession after foreclosure, to the terms of this mortgage and to waive his or her homestead exemption in the above described real estate. Person signing immediately below is not personally liable.

Mortgagor (SEAL)
(type or print names beneath signatures)

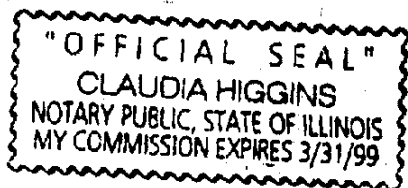
STATE OF ILLINOIS
County of Cook } ss.

I, CLAUDIA HIGGINS in and for said County, in the State
aforesaid, DO HEREBY CERTIFY: That ~~RUFUS JACKSON~~ ~~and~~ ~~FLORIDA JACKSON~~

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledge that (they) (he) (she) signed, sealed and delivered the said instrument as (their) (his) (her) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead. IN WITNESS WHEREOF, I hereunto set my hand and official seal this 17 day of JUNE 19 98.

My Commission Expires 3/31/99

Claudia Higgins
Notary Public



THIS INSTRUMENT WAS PREPARED BY
EQUITY ONE, INC.
Name 1111 PLAZA DR STE 715
Address SCHAUMBURG, IL. 60173

REAL ESTATE MORTGAGE

TO

Date:

After recording mail to:

EQUITY ONE INC.
ONE NATIONAL PLAZA
1111 PLAZA DRIVE - SUITE 715
SCHAMBURG, IL 60173
(847) 995-9150

Space below for Recorder's use only

ASSIGNMENT

The undersigned, for value received, does hereby grant, bargain, sell, assign, transfer and set over to Equity One all right, title and interest in and to the Mortgage appearing on the reverse side hereof and the money due and to become due on the Home Improvement Retail Installment Contract secured thereby and warrants that no liens have been filed by Assignor on the property described in the Mortgage.

Feldco Factory To You
(Seller's name)

By Douglas Stein

Title

ACKNOWLEDGEMENT

STATE OF ILLINOIS
County of COOK } ss.

On this 20 day of August, 19 98, there personally appeared before me Douglas Stein, known or proven to me to be the person whose name is subscribed to the within assignment, and acknowledged that he/she executed the same, as his/her free and voluntary act of the purposes therein contained and (in the event the assignment is by a corporation) that he/she is Vice President and was authorized to execute the said assignment and the seal affixed thereto, if any, is the seal of the corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

My Commission Expires

3/31/99

Notary Public



Office

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Property of Cook County Clerk's Office

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FORM 3014 9/90

ILLINOIS-SINGLE FAMILY-FHLMC UNIFORM INSTRUMENT
PAGE 6 OF 8
ISC/CMDTIL//0894/3014(0990)-L

20. **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

19. **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 under 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 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.

18. **Borrower's Right to 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 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 due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (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 rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement 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.

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 expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

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.

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

LN# 0005919681

AP# LEVEN,85919681

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AP# LEVEN, B5919681

LN# 0005919681

Substances that are 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, 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 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, toxic pesticides and herbicides, volatile solvents, materials containing asbestos 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 breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the actions 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 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 cured 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. Lender shall be entitled to collect all expenses incurred 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 any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

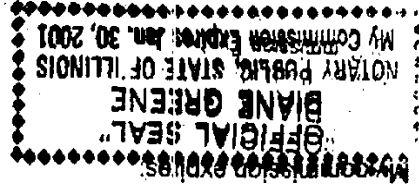
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1--4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | <input type="checkbox"/> IHDA Rider | |

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ILLINOIS--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0894/3014(0990)-L
PAGE 8 OF 8

FORM 3014 9/90

This instrument was prepared by: Audrey Nesbary
Address: 12 Salt Creek Lane, Suite 106
Hinsdale, IL 60521



[Signature]
Notary Public

Given under my hand and official seal, this 26th day of May, 1998,
personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing
instrument, appeared before me this day in person, and acknowledged that they signed and
delivered the said instrument as their free and voluntary act for the uses and purposes therein
set forth.

I, the undersigned
hereby certify that
Ben Leven and Claire Leven
a Notary Public in and for said county and state do
County ss: Cook
STATE OF ILLINOIS

[Space Below This Line For Acknowledgment]

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER

(SEAL) -BORROWER
Ben Leven
Claire Leven

Witnesses:
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1
through 8 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

AP# LEVEN, 85919681 LN# 0005919681

98957782

CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 26th day of May, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to LaSalle Bank, F.S.B., A Corp. of the United States of America (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

600 S. Dearborn St. Unit #2006, Chicago, IL 60635

[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

600 S. Dearborn Street/Transportation Building

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

UNIT A
51522776 II
AS - A DIVISION OF INTERCOMPANY

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FORM 3140 9/90
Revised 8/91

MULTI-STATE CONDOMINIUM RIDER--SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
PAGE 2 OF 2
ISC/CRID//0392/3140(09-90)-L

Property of Cook County Clerk's Office

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

Barbara L. Jones
Barbara L. Jones
Barbara L. Jones

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security 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 payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

LOAN NO. 0005919681

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