

After recording return to:  
The Money Store/Packaging  
P.O. Box 160128  
Sacramento, CA 95816-0128

Prepared by:  
Sandra Simek  
745 McClintock Drive #340  
Burr Ridge, IL 60521

0083824177

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is made this Nineteenth Day of February, 1998 between the Mortgagor, Prince Anderson And Vivian A Anderson, His Wife

(herein "Borrower"), and the Mortgagee, TMS Mortgage Inc., dba The Money Store which is organized and existing under the laws of NEW Jersey and whose address is 745 McClintock Drive #340, Burr Ridge, IL 60521 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Seventy-Three Thousand, Six Hundred (U.S. \$ 73,600.00) Dollars

together with interest, which indebtedness is evidenced by Borrower's note dated February 19, 1998 (the "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2028

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; extensions and renewals of the Note; the payment of all other sums, with interest thereon, advanced in accordance with this Security Instrument to protect the security of this Security Instrument; and the performance of the covenants and agreements of Borrower contained in this Mortgage, Borrower does hereby mortgage, grant, convey and warrant to Lender, the following described property located in Cook County, Illinois:  
(SEE EXHIBIT 'A' ATTACHED)

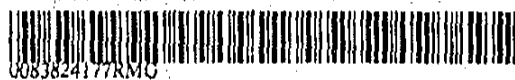
Prin: 25-20-217-028

# 26085  
INTEGRITY TITLE  
2510 E. DEMPSTER STREET  
SUITE 110  
DES PLAINES, IL 60016



being the same property commonly known as: 11351 South Green, Chicago, IL 60643

("Property Address").



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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 Borrower 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 Borrower 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 monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under Paragraph 18, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** All payments of principal and interest received by Lender shall be applied as provided in the Note. If Borrower owes Lender any late charges, or other fees or charges ("other charges"), they will be payable upon demand of Lender. Unless prohibited by law, the application of payments may be affected by the imposition of other charges. Therefore, payments of other charges, whether paid to Lender in addition to the monthly payment or separately, will be applied in a manner at the absolute discretion of the Lender. Borrower agrees that Lender may apply any payment received under Paragraphs 1 and 2, either first to amounts payable under Paragraph 1, or first to amounts payable under Paragraph 2.

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 Security Instrument, if any, 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 over this Security Instrument, 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," flood and any other hazards as Lender may require, from time to time, and in such amount 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. If the Borrower fails to maintain the coverage described above, Lender may, at its option, obtain coverage to protect its rights on the Property in accordance with Paragraph 8. 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 Security Instrument. If any insurance proceeds are made payable to Borrower, Borrower shall promptly pay such amounts to Lender, including, without limitation, the endorsement to Lender of any proceeds made by check or other draft.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender'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 Security Instrument, whether or not then due, with any excess paid to Borrower.

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 Paragraphs 1 and 2 or change the amounts of the payments. If under Paragraph 18 the Property is acquired by Lender, 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 sums secured by this Security Instrument immediately prior to the acquisition.

The provisions of this Paragraph 5 concerning the payment, disbursement or application of insurance proceeds shall apply to any insurance proceeds covering the Property whether or not (i) Lender is a named insured, (ii) the policy contains a mortgage clause, or (iii) Lender has required Borrower to maintain the insurance. Borrower authorizes and directs any insurer to list Lender as a loss payee on any payment of insurance proceeds upon Lender's notice to insurer of Lender's interest in the insurance proceeds.

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 Security Instrument.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit nor permit waste or impairment or deterioration of the Property. Borrower shall not do anything affecting the Property that is in violation of any law, ordinance or government regulation applicable to a residential property, and Borrower shall comply with the provisions of any lease if this Security Instrument is on a leasehold. If this Security Instrument 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.

Unless Lender and Borrower otherwise agree in writing, all awards, payments or judgments, including interest thereon, for any injury to or decrease in the value of the Property received by Borrower will be used to restore the Property or applied to the payment of sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. 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 Paragraphs 1 and 2 or change the amounts of the payments. Borrower agrees that in the event an award, payment or judgment includes compensation for both injury or decrease in the value of the Property and compensation for any other injury or loss, the total amount of such award, payment or judgment

shall be deemed compensation with respect to the Property and Borrower hereby consents to Lender's intervention into any proceedings regarding the Property.

7. **Loan Application Process.** Borrower shall be in default under this Security Instrument, if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information directly bearing on Lender's decision to extend credit to Borrower), in connection with the loan evidenced by the Note.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements 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, forfeiture, or to enforce laws or regulations), then Lender 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 sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs or abate nuisances. Although Lender may take action under this Paragraph 8, Lender does not have to do so. The right of Lender to protect Lender's rights in the Property shall include the right to obtain at Borrower's expense, property inspections, credit reports, appraisals, opinions of value or other expert opinions or reports, unless prohibited by law.

Any amounts disbursed by Lender under this Paragraph 8 shall become additional debt of Borrower secured by this 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 demand of Lender.

9. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

10. **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 as related to Lender's interest in the Property.

11. **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 over this Security Instrument.

In the event of a total 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 shall be reduced 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. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower 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, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or 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 Paragraphs 1 and 2 or change the amount of such payments.

12. **Borrower Not Released; forbearance By Lender Not a Waiver; Acceptance of Partial Payment.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

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Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or may refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender on one or more occasions in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the later exercise of that or any other right or remedy.

Lender may accept partial payments from Borrower, without waiving or forbearing any of its rights under this Security Instrument or under the Note even if such payments are notated as a payment in full, or with a notation of similar meaning.

13. **Successors and Assigns Bound; Joint and Several Liability; 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 17 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable on the Note or under this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

14. **Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing such notice by first class mail addressed to the Property Address or to such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by first class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Governing Law; Severability.** The state and local laws applicable to this Security Instrument shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Security Instrument. 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, and to this end, the provisions of this Security Instrument 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.

16. **Borrower's Copy.** Borrower shall be furnished a copy of the Note and of this Security Instrument at the time of execution or after recordation hereof.

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.

18. **Acceleration; Remedies.** Except as provided in Paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Security Instrument, including the covenants to pay when due any sums secured by this Security Instrument, Lender prior to acceleration shall give notice to Borrower as provided in Paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; 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 Security Instrument, foreclosure by judicial proceeding and sale of the Property.

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under Paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under Paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled 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 Lender or 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 secured by this Security Instrument. Lender and the receiver shall be liable to account only for those rents actually received.

**21. 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 Substances that are generally recognized to be appropriate for normal residential uses and for 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 21, "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 21, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release the Security Instrument. Borrower shall pay any release fees and costs of recordation unless applicable law provides otherwise.

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

REC-110

Adjustable Rate Mortgage Loan Rider attached hereto and incorporated herein by this reference.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower simultaneously herewith and attached hereto.

INSURANCE COVERAGE NOTICE

Unless Borrower provides Lender with evidence of the insurance coverage required by this Security Agreement, Lender may purchase insurance at Borrower's expense to protect Lender's interest in the Property. This insurance may, but need not, protect Borrower's interests. The coverage that Lender purchases may not pay any claim that Borrower makes or any claim that is made against Borrower in connection with the Property. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by this Security Instrument. If Lender purchases insurance for the Property, Borrower will be responsible for the costs of that insurance, including interest and any other charges Lender may impose in connection with placement of the insurance until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to Borrower's total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance Borrower may be able to obtain on Borrower's own.

Prince Anderson (Seal)  
Prince Anderson -Borrower  
(Print Name)

Vivian A. Anderson (Seal)  
Vivian A Anderson -Borrower  
(Print Name)

\_\_\_\_\_  
-Borrower (Seal)  
(Print Name)

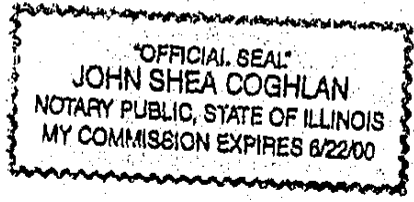
\_\_\_\_\_  
-Borrower (Seal)  
(Print Name)

STATE OF ILLINOIS, County ss:  
I, John Coghlan, a Notary Public in and for said county and state do hereby certify that  
Prince Anderson Vivian A. Anderson

, personally known to me to be the same person(s) whose name(s) 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.

Given under my hand and official seal, this 19th day of February 1998.

My Commission Expires: \_\_\_\_\_  
John Coghlan  
Notary Public



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Property of Cook County Clerk's Office



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Loan No. 0083824177

## ADJUSTABLE RATE RIDER (LIBOR 6 Month Libor Index--Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 19th day of February 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 (the "Note") to TMS Mortgage Inc., dba The Money Store

(the "Lender") of the same date and covering the property described in the Security Instrument and located at: 11351 South Green, Chicago, IL 60643

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND THE MAXIMUM RATE THE BORROWER MUST PAY.

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

### INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.750%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the 1st day of March, 2002 and on the 1st day of every 6th month(s) thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for 6 Month Libor U.S. dollar-denominated deposits in the London market based on quotations of major banks, as published by *The Wall Street Journal*. The most recent Index figure available as of the 20th day of the calendar month immediately preceding each Change Date is called the "Current Index."


If the Index is no longer available, or is no longer published by *The Wall Street Journal*, the Note Holder will choose a new index or source of index that is based upon comparable information. The Note Holder will give me notice of this choice.


##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Six and 1/4 percentage points ( 6.250 %) to the Current Index. The Note Holder will then round the result of this addition up to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
\_\_\_\_\_  
Prince Anderson (Seal)  
-Borrower-

  
\_\_\_\_\_  
Vivian A. Anderson (Seal)  
-Borrower-

\_\_\_\_\_  
(Seal)  
-Borrower-

\_\_\_\_\_  
(Seal)  
-Borrower-

Property of Cook County Clerk's Office

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## EXHIBIT "A" LEGAL DESCRIPTION

LOT THIRTEEN (13) IN SHELDON HEIGHTS WEST FOURTH ADDITION, A SUBDIVISION OF THE WEST TWO-THIRDS OF THE EAST 3/8THS OF THE NORTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTH EAST QUARTER (EXCEPT THE NORTH 33 FEET THEREOF) DEDICATED FOR THE SOUTH HALF (1/2) OF 113TH STREET) TOGETHER WITH THE NORTH 100 FEET OF THE WEST TWO-THIRDS OF THE EAST 3/8THS OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/2) OF THE EAST HALF (1/2) OF THE NORTH EAST QUARTER (1/4) OF SECTION TWENTY (20), TOWNSHIP THIRTY-SEVEN (37) NORTH, RANGE FOURTEEN (14), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

of Cook County Clerk's Office

CHOC-1108

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