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1998-04-06 14:28:02
Cook County Recorder 29.50

This Document Prepared by and mail to: Robert M. Voltl 1830 W. Algonquin Road Inverness, IL 60067

Space for Recorder's Office

#### MORTGAGE

THIS MORTGACL ("Security Instrument") is given on November 13, 1997. The mortgagor is STEVEN HOUSTON, married to Alicia Houston ("Borrower"). This Security Instrument is given to AHMAD MARTINS dba Unionville Properties ("Lender") whose address is 47 W. Polk, Chicago, Borrower owes Lender the principal sum of Five Illinois. Thousand Five Hundred Fifty Dollars and 00/100 (U.S. \$5.550.00). This debt is evidenced by Borrowers' promissory note dated the same date as thin Security Instrument ("Note") which provides for the payment of the Note upon the first to occur of the following: 17 The expiration of sixty months (December 1, 2002) from the date of this Note; or 2) the transfer, sale, or conveyance of the property commonly known as 2424 W. Harrison, Unit D. Chicago, Illinois, by the Borrower. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note; (b) the payment of all other sums, advanced under paragraph 4 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County. Illinois:

THAT PART OF SUB-LOTS 6 TO 9, BOTH INCLUSIVE, IN PETER ODLIN'S SUBDIVISION OF THE SOUTH HALF OF LOTS 19 AND 22 IN BLOCK 5 IN ROCKWELL'S ADDITION TO CHICAGO, IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

THAT PART OF SAID TRACT LYING EAST OF THE WEST 70 FEET THEREOF, AND LYING SOUTH OF A LINE DRAWN AT RIGHT ANGLES TO THE WEST LINE THEREOF, WHICH PASSES THROUGH A POINT ON SAID

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WEST LINE THAT IS 50.54 FEET NORTH OF THE SOUTHWEST CORNER OF SAID TRACT.

PROPERTY INDEX NUMBER: 16-13-2334-053

which has the address of 2424 W. Harrison, Unit D, Chicago, Illinois, 60612 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all 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 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 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 covenants for national use and non-uniform covenants with limited variations by jurisdictions to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal. Borrower shall promptly pay when due the principal of the debt evidenced by the Note.
- 2. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument.
- 3. Preservation and maintenance of Property.

  Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste.
- 4. Protection of Lender's Rights in the Property;
  Mortgage Insurance. 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 or
  to enforce laws or regulations), then Lender may do and pay
  for whatever is necessary to protect the value of the

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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 reasonably attorneys' fees and entering on the Property to make repair. Although Lender may take action under this paragraph 4, Lender does not have to do so.

Any amount disbursed by Lender under this paragraph 4 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, upon notice from Lender to Borrower requesting payment.

- Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument chenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 10. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 9.
- 6. 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 notices 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.
- 7. Governing Laws; Severability. This Security Instrument shall be governed by 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 acc 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.
- 8. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 9. 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 without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

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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.

- 10. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the accion 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 ture 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 sile 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, including but not limited to, reasonable attorneys' fees and cost of title evidence.
- 11. Inspection of Premises. The Mortyagee shall have the right to inspect the premises at all reas mable times and access thereto shall be permitted for that purpose.
- 12. Release. Upon payment of all sums secured by this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.
- 13. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.

Steven Houston (Seal)

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I, ROBERT m VOLTL, a Notary Public in and for said county and state, do hereby certify that STEVEN HOUSTON, married to Alicia Houston, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Giver under my hand and official seal, this 13th day of NOUSTAGE., 1997.

Notary Public

OFFICIAL SEAL ROBERT M. VOLTE NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6-7-98

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