

UNOFFICIAL COPY

99577506

5/17/00 21 001 Page 1 of 6  
1999-06-16 09:48:08  
Cook County Recorder 31.50

Record and return to:  
EquiCredit Corp./Secondary Marketing Dept.  
P.O. Box 44136/DOC. CONTROL DIV.  
Jacksonville, FL 32231



Loan Number: 8045059261

MORTGAGE

THIS MORTGAGE is made this 11th day of June 1999, between the Mortgagor, CARL TALLEY, A SINGLE MAN NEVER MARRIED (herein "Borrower"), and the Mortgagee, EquiCredit Corporation of Illinois a corporation organized and existing under the laws of Illinois whose address is 377 E Butterfield Rd -Ste 360 LOMBARD, ILLINOIS 60148 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 180,409.00, which indebtedness is evidenced by Borrower's note dated June 11, 1999 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 June 15, 2014;

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:

LOT 15 9EXCEPT THE NORTH 162.35 FEET THEREOF) WASHINGTON TERRACE TOWNHOMES, BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 1990 AS DOCUMENT 90482369 IN COOK COUNTY, ILLINOIS.

6

PARCEL 2:  
EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL ONE, AS SET FORTH IN THE DECLARATION FOR WASHINGTON TERRACE, NOW KNOWN AS HERITAGE PLACE, RECORDED AS DOCUMENT 91-107744, RESTATED AS DOCUMENT 97-569129, AS AMENDED

PIN #20-35-321-015

which has the address of 1133 E. 83RD ST. #151 CHICAGO, IL 60819 [Street, City, State, Zip Code] (herein "Property Address");

Together with all the improvements now or hereafter erected on the property, and all easement, 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.

Form #963 IL (6/97) Page 1 of 6

or preclude the exercise of any such right or remedy.

Form #963 IL (6/97) Page 3 of 6

Other(s) specify

23. **Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

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 mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower'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 the

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

In Witness Whereof, Borrower has executed this Mortgage

[Signature]
Borrower CARL TALLEY

Borrower

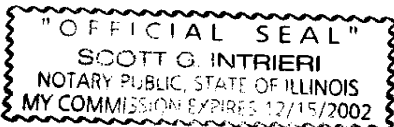
Borrower

STATE OF Illinois, COOK COUNTY ss.

I THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that CARL TALLEY, A SINGLE MAN NEVER MARRIED personally known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed and delivered the said instrument as his/her free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 11th day of June, 1999

My Commission Expires:



[Signature]
Notary Public AS THE UNDERSIGNED