Return To:

ABN AMRO Mortgage Group, Inc. P.O. Box 5064, Troy, MI 48007-3703

\$ 18 18 1 miles

0020874547

9933/0130 18 001 Page 1 of 2002-08-09 10:12:05 Cook County Recorder

Prepared By:

Janis Williams 340 E. Big Beaver Rd. Troy, MI 48083

0020874547

[Space Above This Line For Recording Data] -

2 0 8 2

DEFINITIONS

Words used in multiple sections of this docume it are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is date if together with all Riders to this document.

July 30, 2002

(B) "Borrower" is ERNESTINE FORTIER, A MARRIED WOMAN RAMON H. FORTIER

MARRIED TO V

Borrower is the mortgagor under this Security Instrument. (C) "Lender" is ABN AMRO Mortgage Group, Inc.

Lenderisa a Delaware Corporation organized and existing under the laws of

the state of Delaware

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 1/01

-6(IL) (0010)

Page 1 of 15

VMP MORTGAGE FORMS - (800)521-729

BOX 333-CM



20874547



9885101100

Form 3014 1/01

loan" under RESPA.

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard time, or any additional or successor legislation or regulation that governs the same subject matter. As used implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, value and/or condition of the Property.

Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or or assions as to, the damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid (K) "Escrow Items" means those items that are described in Section 3:

transfers. machine transactions, transfers initiated by telephone, wire tran fers, and automated clearinghouse or credit an account. Such term includes, but is not limited to point-of-sale transfers, automated teller instrument, computer, or magnetic tape so as to order, instruction a suthorize a financial institution to debit check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by

association or similar organization. charges that are imposed on Borrower or the Property by a condominium association, homeowners (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other

non-appealable judicial opinions. ordinances and administrative rules and caders (that have the effect of law) as well as all applicable final, (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,

[(upada] (a) yayn a			
Other(s) [specify]	Biweekly Payment Rider	YA Rider	
1-4 Family Rider	Planned Unit Development Rider		_
r.d -1 1 / 1	ashid tageraclessed tinll benneld	Balloon Rider	
Second Home Rider	Condominium Rider	Adjustable Ree Rider	=
	J	ashin a an Idataribh	

Riders are to be executed by Borrower [check box as applicable]:

(G) "Ricer" means all Riders to this Security Instrument that are executed by Borrower. The following due under the Note, and all sums due under this Security Instrument, plus interest.

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges Property."

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the September 1, 2017 Payments and to pay the debt in full not later than

) plus interest. Borrower has promised to pay this debt in regular Periodic 00.945, I7I \$.2.U) Hundred Forty Nine and no/100

The Note states that Bottower owes Lender One Hundred Seventy One Thousand Three

July 30, 2002 (D) "Note" means the promissory note signed by Borrower and dated

Lender is the mortgagee under this Security Instrument.

Lender's address is 4242 N. Harlem Ave., Norridge, IL 60706

20874547

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) 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 and Lender's successors and assigns, the following described property located in the [Type of Recording Jurisdiction]

County [Name of Recording Jurisdiction]: LOT 79 IN MICHAEL-JOHN MANOR UNIT THREE, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, EA. O. COOK COUNTY ILLINOIS.

Parcel ID Number: 31173040180000

401 HIGHLAND ROAD

MATTESON

("Property Address"):

which currently has the address of

[Street]

60443 [(ity], Illinois

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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 seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbe.e2, 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 jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. 0011013885



Form 3014 | 1/01

0011013882

GI to 4 age C



in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and Items." At origination or at any time during the term of the Loan, Lender may require that Community Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property if any; (c) for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payine it of amounts due 3. Funds for Escrow Items. Borrower shall pay to Lender on the day Per o.1.c Payments are due

the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under be applied first to any prepayment charges and then as described in the Note.

more Periodic Payments, such excess may be applied to any late cnarger due. Voluntary prepayments shall paid in full. To the extent that any excess exists after the payme it is applied to the full payment of one or from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be the late charge. If more than one Periodic Payment is outstanding. Lender may apply any payment received sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a

then to reduce the principal balance of the Note. shall be applied first to late charges, second to any other amounts due under this Security Instrument, and shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts due under the Note; (b) principal due uner the Note; (c) amounts due under Section 3. Such payments

payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest 2. Application of Paynents or Proceeds. Except as otherwise described in this Section 2, all

the Note and this Security Lagranment or performing the covenants and agreements secured by this Security might have now or in the future against Lender shall relieve Borrower from making payments due under principal balance uncer the Note immediately prior to foreclosure. No offset or claim which Borrower such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply interest on anapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay payments in the future, but Lender is not obligated to apply such payments at the time such payments are current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan Lender may return any payment or partial payment if the payment or partial payments are insufficient to such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Payments are deemed received by Lender when received at the location designated in the Note or at

federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or due under the Note and this Security Instrument be made in one or more of the following forms, as Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments currency. However, if any check or other instrument received by Lender as payment under the Note or this

UNOFFICIAL COPYRIGHT

20874547

due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts that are then required under this Section 3.

Lender my, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under I(E',PA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verirying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrov er and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Funds as required by RESPA. Borrower for the excess funds in accordance with RESCA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument. Lender shall promptly refund

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions to Borrower any Funds held by Lender. attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Asse sments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Fastrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

Initials: Form 3014 1/01

Walking.

Form 3014 1/01

21 to a see9



0011013882

proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken hold such insurance proceeds until Lender has had an opportunity to inspect such Property & ensure the Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

shall name Lender as mortgagee and/or as an additional loss payee. for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and renewal notices. If Borrower obtains any form of insurance coverage not otherwise required by Lender, certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal right to disapprove such policies, shall include a standa d norigage clause, and shall name Lender as All insurance policies required by Lender and renewals of such policies shall be subject to Lender's

at the Note rate from the date of disbursement and chall be payable, with such interest, upon notice from become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of hazard or liability and might provide preater or lesser coverage than was previously in effect. Borrower not protect Borrower, Borrov et's equity in the Property, or the contents of the Property, against any risk, particular type or amount or goverage. Therefore, such coverage shall cover Lender, but might or might coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any If Borrower rails to maintain any of the coverages described above, Lender may obtain insurance

review of any mood anne determination resulting from an objection by Borrower. payment of any fees imposed by the Federal Emergency Management Agency in connection with the reasonably ruth affect such determination or certification. Borrower shall also be responsible for the and comin cation services and subsequent charges each time remappings or similar changes occur which determination, certification and tracking services; or (b) a one-time charge for flood zone determination require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of This insurance shall be maintained in the amounts (including deductible levels) and for the periods that other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. the Property insured against loss by fire, hazards included within the term "extended coverage," and any 5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on

reporting service used by Lender in connection with this Loan. Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

UNOFFICIAL COPY CONTRACTOR

20874547

the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the Borrower) Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within of anys after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender Otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall property repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of purposes payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon an inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument', (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



Form 3014 1/01



9885101100

Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund. Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for

premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further: provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer,

of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage these agreements. These agreements may require the mortgage insurer to make payments us no any source are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to enter into agreements with other parties that share or modify their risk, or reduce lesses. These agreements Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may

may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Mortgage Insurance reimburses Lender (or any entity that pure a the Note) for certain losses it

Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note. Lender providing for such termination or until termination is required by Applicable Law. Nothing in this requirement for Mortgage Insurance ends in accordance with a.v. written agreement between Borrower and maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's payments toward the premiums for Mortgage Insurance, Sorrower shall pay the premiums required to Insurance as a condition of making the Loan and Borrower was required to make separately designated separately designated payments toward the premiums to. Mortgage Insurance. If Lender required Mortgage provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss non-refundable, notwithstanding the fac, that the Loan is ultimately paid in full, and Lender shall not be payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be were due when the insurance cover ige ceased to be in effect. Lender will accept, use and retain these available, Borrower shall continue to pay to Lender the amount of the separately designated payments that mortgage insurer selected oy Lender. If substantially equivalent Mortgage Insurance coverage is not equivalent to the cost to dorrower of the Mortgage Insurance previously in effect, from an alternate coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially toward the premium for Morigage Insurance, Borrower shall pay the premiums required to obtain previously provided such insurance and Borrower was required to make separately designated payments the Mortgage insured by Lender ceases to be available from the mortgage insurer that Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, in torigage insurance. If Lender required Mortgage insurance as a condition of making the Loan,

lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the

disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting

secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower

under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned entering the Property to make repairs, change locks, replace or board up doors and windows, drain water its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including

\$20874547

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby

assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless in agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Process's If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, vatt the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the suras secured by this Security Instrument, whether or not then due, with

the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Bo rower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, description, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Froceeds shall be applied to the sums

secured by this Security Instrument whether or not the sums are then duc.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to scale 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 Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" m ans the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is began that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be

applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender

0011013885

-6(IL) (0010)

Page 9 of 15

20874547

Form 3014 1/01

at to Of age9

(0100) (1)9- dwa

0011013882

Instrument.

Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security received by Lender. If any notice required by this Security Instrument is also required under Applicable connection with this Security Instrument shall not be deemed to have been given to Lender until actually stated herein unless Lender has designated another address by notice to Borrower. Any notice in notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address There may be only one designated notice address under this Security Instrument at any one time. Any change of address, then Borrower shall only report a change of address through that specified procedure. notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting 1 orrower's unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly unless Applicable Law expressly requires otherwise. The notice address shall be the I to letty Address notice address it sent by other means. Notice to any one Borrower shall constitute not of 10 all Borrowers have been given to Borrower when mailed by first class mail or when actually definered to Borrower's must be in writing. Any notice to Borrower in connection with this Security Instrucent shall be deemed to

15. Notices. All notices given by Borrower or Lender in connection with his Security Instrument

of such overcharge.

direct payment to Borrower will constitute a waiver of any right of action do rower might have arising out prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by reduction will be treated as a partial prepayment without any presayment charge (whether or not a owed under the Note or by making a direct payment to Bot.ov/er. If a refund reduces principal, the limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal charge to the permitted limit; and (b) any sums already coin con Borrower which exceeded permitted permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the that the interest or other loan charges collected or to be collected in connection with the Loan exceed the If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so

iees that are expressly prohibited by this Security Instrument or by Applicable Law. fee to Borrower shall not be construed as a profultion on the charging of such fee. Lender may not charge In regard to any other fees, the absence of skiness authority in this Security Instrument to charge a specific Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees.

Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this 14. Loan Charges. Lender may charge Borrower fees for services performed in connection with

Section 20) and benefit the successors and assigns of Lender.

writing. The covenants and Lecements of this Security Instrument shall bind (except as provided in Borrower's obligations and inbility under this Security Instrument unless Lender agrees to such release in all of Borrower's right's and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain Subject to ane provisions of Section 18, any Successor in Interest of Borrower who assumes

co-signer's corsert.

make any economications with regard to the terms of this Security Instrument or the Note without the Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants

preclude the exercise of any right or remedy.

Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or amortization of the sums secured by this Security Instrument by reason of any demand made by the original any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower



16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. 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.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to

take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part ci the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 cays from the date the notice is given in accordance with Section 15 within which Borrower must pay all suins 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 der and on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) 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, property inspection and valuation fees, and other fees incurred for the perpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and agents under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged unless as otherwise provided under Applicable Law. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, r.ovided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrucentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and 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 Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might 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 which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

0011013885

Form 3014 1/01

-6(IL) (0010)

Page 11 of 15

20874547

Form 3014 1/01

0011013882

(0100) (7I)9- (010)

Lender for an Environmental Cleanup.

remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary by any governmental or regulatory authority, or any private party, that any removal or other remediation Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Environmental Condition, including but not limited to, any spilling, leaking, discharge, referse or threat of Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any or other action by any governmental or regulatory agency or private party involving the Property and any Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit

maintenance of the Property (including, but not limited to, hazardous substances in consumer products). Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to two sentences shall not apply to the presence, use, or storage on the property of small quantities of Hazardous Substance, creates a condition that adversely affects he alue of the Property. The preceding Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, Borrower shall not cause or permit the presente, as, disposal, storage, or release of any Hazardous

Cleanup.

Condition" means a condition that can cause contribute to, or otherwise trigger an Environmental action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; following substances: gasoline verosene, other flammable or toxic petroleum products, toxic pesticides substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those action provisions or this Section 20.

Borrower pursue at te Section 18 shall be deemed to satisfy the notice and opportunity to take corrective opportunity it care given to Borrower pursuant to Section 22 and the notice of acceleration given to period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and Applicance I aw provides a time period which must elapse before certain action can be taken, that time other party hereto a reasonable period after the giving of such notice to take corrective action. If notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by individual litigant or the member of a class) that arises from the other party's actions pursuant to this

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an assumed by the Note purchaser unless otherwise provided by the Note purchaser.

to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is

208**74547**

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

- 22. 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 Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action 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 rollect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not hand all to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, by only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Waiver of Homestead. In accordance with Illinois law, the Borrower hereby releases and waives all rights under and by virtue of the Illinois hon esteed exemption laws.
- 25. Placement of Collateral Protection Insurance. Unless Borrower provides Lender with evidence of the insurance coverage required by Borrower's agreement with Lender, Lender may purchase insurance at Borrower's expense to protect Lender's interests in Borrower's collateral. 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 collateral. Borrower may later cancel any insurance purchased by Lender, but only after providing Lender with evidence that Borrower has obtained insurance as required by Borrower's and Lender, agreement. If Lender purchases insurance for the collateral, Borrower will be responsible for the costs of the insurance, including interest and any other charges Lender may impose in connection with the 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 its own.

6(IL) (0010)

Initials:

0011013885

20874547...

81 to 41 age9

	0	
(0100)	(II)9-@(II)	

9885101100

-Boitower (Seal) -Boitower	-Boffower
-Bottower	-Вопожег
-Bottower (Seal)	(Seal)
RAMON H. FORTIER SIGNING FOR THE SOLE PURPOSE SIGNING FOR THE SOLE PURPOSE BOTTOWER Geal) SHALVING HOMESTEAD RIGHTS	
ERNESTINE FORTIER -Bonower	Witnesses:

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

Security Instrument and in any Rider executed by Borrower and recorded with it.

20874547

LINOIS, COOK County ss:

(C UNCERSION COL , a Notary Public in and for said county and certify that ERNESTIME FORTIER, MARRIED TO RAMON H. FORTIER

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 he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Give.. ur der my hand and official seal, this

30th

day of July, 2002

My Commission Exrires:

"OFFICIAL SEAL" L. TRACY X

Notary Public, State of I'lino's H County Clarks Office My Commission Expires 02/00/2006

0011013885

NOTE

20574547

July 30. 2002 [Date]

OAK FOREST [City]

IL [State]

401 HIGHLAND ROAD, MATTESON, IL 60443 [Property Address]

(this amount is called "Principal"), 1. BORROWER'S PROMISE TO PAY In return for a loan that I have received, I promise to pay U.S. \$ 171,349.00 plus interest, to the c. er of the Lender. The Lender is ABN AMRO Mortgage Group, Inc., a Delaware Corporation

I will make all payments urder his Note in the form of cash, check or money order. I understand that the Len ler may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly 2. INTEREST rate of

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month. October 1, 2002 day of each month beginning on make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as crits scheduled due date and will be applied to interest September 1, 2017 before Principal. If, on that date, which is called the "Maturity Date."

I will make my monthly payments at 4242 N. Harlem Ave., Norridge, IL 60706

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$1,457.54

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a 4. BORROWER'S RIGHT TO PREPAY "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

0011013885

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3200 1/01 -5N (0005) VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 3



9885101100

right to require the Note Holder to give notice to other persons that amounts due have not been paid. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor.

9. WAIVERS

under this Note against each person individually or against all of us together. This means that any one of us may be required to or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in

8. OBLICATIONS OF PERSONS UNDER THIS NOTE

class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that Any notice that must be given to the Note Holder under this Note will be given or delivering it or by mailing it by first

delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by

7. GIVING OF NOTICES

be paid back by me for all of its costs and expenses in enfor sing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees. If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to

(E) Payment of Note Holder's Costs and Expense

above, the Note Holder will still have the right to do so if I am in default at a later time. Even if, at a time when I am in defernt, the Note Holder does not require me to pay immediately in full as described

(D) No Waiver By Note Holder

the interest that I owe on that aircunt. That date must be at least 30 days after the date on which the notice is mailed to me or certain date, the Note holder any require me to pay immediately the full amount of Principal which has not been paid and all If I am in default the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a

(C) Notice of Terault

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment. Jo % after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be csjendar days If the Note Holder has not received the full amount of any monthly payment by the end of

(A) Late Charge for Overdue Payments

6. BORROWER'S FAILURE TO PAY AS REQUIRED

Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other

2. LOAN CHARGES

10. UNIFORM SECURED NOTE This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

WITNESS THE HAILD(S) IN A TEXT (S)	
Investigation (Seal)	(Seal)
ERNESTINE FORTZER -Borrower	
0/	
40.10	(Seal)
(Seal)	-Borrower
2010	
•	(Seal)
(Seal)	-Borrower
-Borrower	
(Seal)	(Seal)
-Borrower	-Borrower
	[Sign Original Only]

0011013885



Property of Cook County Clerk's Office