IWhatewder

0000043 THIS MORTGAGE ("Security Instrument") is given of MARCH 24, 2000 LARESE MITCHELL

si ro<u>n</u>caitoin aiT,

("Borrowor"). This Security Instrument is given to

and the second

1.15 (BY 1.180) | 18 TO 18

Warren J. Davis

, and where

YOUR HANDLINKOON AMERICANES AN XOOK SIX

address is

6935 S KIMBARK, CHICAGO, IL.

("Lender"). Borrower awas Lender the principal sum of

Dollars (U.S. \$ 10,000.00 TEN THOUSAND This debt is evidenced by norrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly . This Security payments, with the full debt, if not paid earlier, due and payable on MARCH 31, 2030 Instrument secures to Londo: (a) the repayment of the debt evidenced by the roots, with interest, and all renewals, extensions and modifications of the Note; (b), he payment of all other sums, with incress, advanced under paragraph 7 to protect the security of this Security Instrument; and (a) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower loos hereby martgage, grant and convey to Lender the following described properly located in

> LOT 15 IN BLOCK 17 INWEST HAMMOND, A SUBDIVISION OF THE NORTH 1896 FEET OF THE FRACTIONAL SECTION 17, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel ID #30_17_111-010-0000 which has the address of 229 155th

229 155th STREET Cod (A) Property Address):

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. FNMATHLMC UNITORM ILLINOIS + Bingle Family - FNMAT WETRUMENT Form 3014 6/80 Amended 5/91

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[Street, City].

Sounit C 2352/0055 16 001 Page 1 of 2000-03-29 12:55:21 Cook 'ounty Recorder 75.50

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TOGETHER WITH all the improvements now or hercaster erected on the property, and all casements, appartenances, 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 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 jurisdiction to constitute a uniform security instrument covering real proporty.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

principal of and interest on the debt evidenced by the Note and any prepayment and (ate charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly feaschold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender. In accordance with the provisions of paragraph (1) lieu of the payment of mortgage insurance premiums. Those items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related morigage loan may require to Dorrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 123/2 C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of titure liserow items or otherwise in accordance with applicable av

The Funds shall be held in an institution, whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Pederal Home Loan Bank. Lender shull apply the Funds to pay the Escrow items. Lender may not charge Borrower for he dirg and applying the Punds, annually analyzing the escrow account, or verifying the fiscrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Londer to make such a charge, However, Lender may require Borrower to pay a or stine charge for an independent real estate tax reporting service used by Londer in connection with this toan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Londer shall not be required to pay Borrower any interest or earnings on the Funds. Dorrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Punds, showing crudits and debits to the Funds and the purpose for which each debit to the Punds was

made. The Funds are pledged as additional security for all sums accured by this Security Instrument.

If the Punds held by Lender exceed the amounts permitted to be field 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 bor over in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower stall make up the deficiency in no more than twolve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums accured by this Security Instrument, Lender stall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Londer shall acquire or sell the Property. Londer, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as / credit against the sums secured by this

Security Instrument,

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Londer under paragraphs I and 2 shall be applied: first, to any prepayment charges due under the Note; second, to smounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assusaments, charges, fines and impositions attributable to the Property. which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lendor all notices of amounts to be paid under the paragraph. If

Borrower makes these payments directly. Dorrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manuer acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal procuedings which in the Lunder's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. initiala: -6A(IL) (0808)

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Form 3014 9/90

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by five, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Londer requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londer's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Londer's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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.

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 Lendor'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. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and perrower 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 the payments. If under paragraph 21 the Property is acquired on Lunder. Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquist for shall pass to Lender to the extent of the sums secured by this Security Instrument immediately

prior to the acquisition.

6. Occupancy, Preservation, Partienance and Protection of the Property; Harrower's Loan Application; Leasoholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowor's principal residence for al least one year after the date of occupancy, unless Lender otherwise orners in writing, which consent shall not be unreasonably withheld, of unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wrate on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this fee rity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by carsing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Dorrower's Interest in the Property or other material impairment of the lien created by this Security instrument or Londer's security is creat. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate info motion or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidences by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasohold, Borrower shall comply with all the provisions of the lease. If Borrower acquires to tirle to the Property, the leasehold and the fce title shall not merge unless Lender agrees to the merger in writing.

7. 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 I ender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeliuse or to enforce laws or rigulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Londor's rights in the Property. Lender's actions may include paying any sums socured 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. Although Lender may take ar nor, under this paragraph 7, Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of bott wer 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 notice from Lender to Borrower requeiting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the loan country by this Security Instrument, Borrower shall pay the premium's required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the preparing required to

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|---------------|-------------------|---|--------------------------|
| | • | uept, use and retain these payments as a loss reserve in lieu of mortgage | insurance. Loss reserv |
| he in offect, | Lender will acc | rigage insurance premium being paid by Borrower when the insurance covering these manufactures the insurance covering these manufactures. | age ispand or ceased to |
| one-twelfth o | of the yearly mor | gage insurance coverage is not available. Borrower shall pay to Lender each | i month a sum equal to |
| | | | |
| ,,, | | ALEGEO MIGHI SITCH TITCH TO TO THE BOTTOM FOR AN AN ADVANCE. | |
| COSI TO BOT | Alline of the man | requirement to the morigage insurance previously in effect, at a cost substanting | Atially compalent to the |
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Form 3014 9/90

16. Borrower's Copy. corrower smill be given one conformed copy of the Now and of this Security Instrument.

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 consont, Londor 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 natice 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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinautement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Londor may reasonably require to assure that the lien of this Security Instrument, Londor's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon roinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Engage of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be seld one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") was collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the charge it accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable law.

20. Hazardous Substances. Borrow'r chall 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 someness 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 to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lunder written rollie of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party more ving 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 (ffeeling the Property is necessary, Borrower shall promptly take all

necessary remedial actions in accordance with Environmental Yaw.

As used in this paragraph 20, "Hazardous Substances" at a rices substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kurseene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asberies or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to a celeration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the watten 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 fallure to cure the default on or before the date specified in the notice may result in neceleration of the sums secured by this Security Instrument, foreclosure by Judicial proceeding and sale of the Property. The notice shall further inform Burrower of the right to reinstate after acceleration and the right to assert in the foreclasure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice. Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 11, including, but not limited to, reasonable attorneys' fees and costs of fille evidence.

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Page 5 of 6

Mitiela: Form 3014 8/90

22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall rulesse this Security Instrument

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

without charge to Borrower. Borrower shall pay any recordation costs.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(ea)] Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Paymont Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider VA Rider Other(s) [specify] BY SIGNING BELOW, Burn wer accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrows, and recorded with it. Witnesses: (Seal) -Bossuwer (Seal) •Bomower (SenI) -Вигим вг -Barrower STATE OF ILLINOIS ask. County ss: , a Notary Public in and for said county and state do hereby certify that Allen A personally known is me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and ac powledged that . She signed and delivered the said instrument as her free and voluntary act, for the user and purposes therein sot forth. Given under my hand and official seal, this aym day of , 2000 My Commission Expires: 4 /2-5/0) Noury Public "OFFICIAL SEAL" Melissa A Hattula-Notary Public. State of Illinois My Commission Expires April 25, 200 2012年1月2日

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Form 3514 6/95

UNOPFOCIAL

THIS MORTGAGE ("Security Instrument") is given on MARCH 24, 2000 LARESE MITCHELL

. The morigagor is

("Borrowor"). This Security Instrument is given to

4-11-64 - 32-6-3

1.15 (1871, 1882) (1871) (1871)

Warren J. Davis

YDKK H XHADENKOOK KACKROPKH KR KOKK KK address is

, and where

6935 S KIMBARK, CHICAGO, IL.

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 10,000.00).

This debt is evidenced by perrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the fall date it are and saving and saving the fall date it are and saving the fall date. payments, with the full debt. If not paid earlier, due and payable on MARCH 31, 2030 Payments, with the full cook at the pain carrier, the sine payment on the payment, with interest, and the renewalk, extensions and modifications of the Note: (a) the repayment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Testandon's Advanced. this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrover doos hereby morigage, grant and convey to Lander the following described properly located in

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ILLINOIS 60409 Pared TD #30 17 111 1-010-0000 which has the address of 228 155th 229 155th STREET Car Property Address); County Cients Onico Illinois () For Form 1.

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ILLINOIS: Single Family PRIMATHLMC UNIFORM METRUMENT Form 3014 5/50 Amended 5/61 -BR(IL) (MAGIS

TOGETHER WITH all the improvements now or hereafter exected on the property, and all essements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be envered by this Security Instrument. All of the foregoing is referred to in this Security instrument as the "Property."

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Form 3014 9/90

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Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to 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. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

prior to the acquisition.

6. Occupancy, Preservation, Institutenance and Protection of the Property; Horrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and rise the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrowor'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, of unless extenuating circumstances exist which are coyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun hat in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Se unity Instrument or Lender's security interest. Borrower may cure such a default and relinatate, as provided in paragraph 18. in couring the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's Interest in the Property or other material impairment of the lien created by this Security Instrument or London's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or insecurate information or statements to Lender (or falled to provide Lender with any resterial information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Botrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasohold, Borrower shall comply with all the provisions of the lesse. If Borrower acquirer to the Property, the lessehold and the fee title shall not morge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If norrower 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 forfeiture or to enforce tay so, regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's right in to. 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. Although Lender may the section under this paragraph 7. Lender

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 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 notice from Lender to Borrower requesting payment.

8. Mortgage Insurance If Lender required mortgage insurance as a condition of making the least of the day the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, florrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be the offect. Lender will accept, use and retain these payments as a loss reserve in fleu of mortgage insurance. Loss reserve

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Il be given an companied may of the flowered of this Security Instrument. 16. Borrower's Copy.

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 Burrower is not a natural person) without Lander's prior written consont, Londor 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 probibited 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 those 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. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Londor's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon roinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remy in ally effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of

acceleration under paragraph 17.
19. Sale of Notal Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security instrument) may be said one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") has collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan for sicer unrelated to a sale of the Note. If there is a change of the Loan Servicor, Borrower will be given written notice of the charge in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other

information required by applicable tow.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law the preceding two sontences 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 to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lunder written milice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party in civing the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower I Brus, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Barrower shall promptly take all

necessary remedial actions in accordance with Environment. I Law.

As used in this paragraph 20, "Hazardous Substances" ree those substances defined as toxic or hazardous substances by Unvironmental Law and the following substances: gasoling, recorne, other flammable or toxic petroleum products, toxic perticides and herbicides, volatile solvents, materials containing as or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the notion 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 follure 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 forcelesure. If the default is not cured on or before the date specified in the notice. Lender, of its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

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22. Release. Upon payment of all sums secured by this Security Instrument, Londor shall release this Security Instrument

23. Walver of Harnestuad. Borrower walves all right of homostuad exemption in the Proporty.

without charge to Borrower. Borrower shall pay any recordation costs.

24. Biders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the unvenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(ea)] 1-4 Family Rider Condominium Rider Adjustable Rate Rider Biweekly Payment Rider Planned Unit Development Rider Graduated Paymont Rider Second Home Rider Rate Improvement Rider Balloon Rider Other(s) [specify] VA Rider BY SIGNING BELOW, Pur ower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrowse and recorded with it. Witnesses: (Scal) -Borrower (Seal) ·Borrower (Seal) (fe; 2) -Barrower -Burn wer County 89: , a Notary resolution and for said county and state do hereby certify that Tables A , 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 reknowledged that She free and voluntary act, for the uses and purposes therein sot forth. signed and delivered the said instrument as har , 200 auth day of Given under my hand and official seal, this My Commission Expires: 4/2-5/0) Nousy Public "OFFICIAL SHAL" Melissa A. Hattula-Notary Public State of Illinois ly Compussion Expires April 25 200 1.17.12 · 1.12.12 和 Form 3014 B/80 (8594) (11)75°c