Phoenix, AZ 85082-0610

93 DEC -9 AH 9: 48

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

October 29

19 93

The mortgagor is Coon R. Szurgot and Joyce M. Szurgot, his wife

("Borrower").

This Security Instrument is given to American Moneycenter, Inc.

whose address is 927 No. tr Plum Grove Road, Suite D, Schaumburg, IL 60173

("Lender")

Borrower owes Lender the principal sum of

sixty four thousand five hundred and NO/100ths

64,500.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 1, 2003 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by December the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrur en and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook Illinois:

LOT 10 IN NANIUCKET COVE WEST, BEING A SUPLIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, LAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECUPERT MAY 16, 1978, AS DOCUMENT 24447787 AND CERTIFICATE OF CORRECTION THEREO, FOORDED SEPTEMBER 1, 1978, AS DOCUMENT 24610330, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 07-27-423-010

> RECORDING 31.00 03020526

COOK COUNTY RECORDER JESSE WHITE ROLLING MEADOWS

which has the address of

120 Norman Court, Schaumburg

(City)

Illinois

60194 (Zip Code)

("Property Address");

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 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 property.

Form 3014 9/90

Page 1 of 4

31.00 SMLG1 (0/91)

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

Property of Cook County Clark's Office

UNIFORM COVERNATE, before the property and the charge of the principal and instruct of Principal and instruction of and instruction of and instruction of and instruction of the Covernation of the Coverna

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 loan secured by this Security Instrument, Borrower shall pay 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, Borrower 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.

Initials:

Property of Coot County Clark's Office

If substantially equivalent mor gase insurance coverage is not a raise, and to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage insurance. Loss reserve that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any shall be paid to Lender.

Bornour choice at the content of a partial transportion specifying reasonable cause for the inspection, with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in mittediately before the taking is equal to or greater than the amount of the atoms accured by this mitted to the property in the property in

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or may 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 dorrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in fell of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower local 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 penders 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 I enter all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) curre 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, Lender's rights in the Property and 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 a paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the action of the sale of the current in the sale of

Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that 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 change 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

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. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

Page 3 of 4 Initials:

This Instrument Prepared by: Peirson and Patterson 13750 Omega Road Dallas, Texas 75244-4516 Reference Number: Loan Number: 7029899

ASSIGNMENT OF REAL ESTATEMORTGAGE

STATE OF ILLINOIS)		
COUNTY OF Cook))		
37 - 17 San - 1 - 1	Amousi ann Monorce	mta. Taa	
whose address is 927 North		Suite D, Schaumburg,	
		rica Mortgage Corporat: , Scottsdale, Arizona (
all its right, the and interest in executed by SDSA R. SZ	and to that certain Requirement and Joyce M	al Batate Mortgage dated Oct M. Szurgot, his wife	ober 29, 1993
OF SECTION 27, TOWNSH MERIDIAN, ACCORDING T	OVE WEST, BEING A HIP 41 NORTH, RAN TO THE PLAT THERE TATE OF CORRECTION	A SUBDIVISION IN PART GE 10, EAST OF THE THI OF RECORDED MAY 16, 19 N THEREOF RECORDED SEP	RD PRINCIPAL 78, AS DOCUMENT
PERMANENT INDEX NUMBE Commonly known as:) , Schaumburg, IL 60194	
P.I.N.:	0		
Together with the note	or notes therein cescrib	ed or referred to, without recou	irse, the money due and

Together with the note or notes therein (escribed or referred to, without recourse, the money due and to become due thereon with interest, and all rights acroed or to accrue under said Real Estate Mortgage.

This assignment is intended to be recorded immediately following the recordation of the aforementioned Real Estate Mortgage.

Executed to be effective as of October 29, 1993

America (Mc. gycenter) Inc.

By:

Katie O'Malley, Mtg. Banking Officer

Express America Mtg. Corp.

True & Lawful Attorney-In-Fact

STATE OF ILLINOIS
COUNTY OF OTHER

02020526

The foregoing instrument was acknowledged before me this October 29, 1993 by Katie O'Halley, Mtg. Banking Officer, Express America Mtg. Corp., True & Lawful Attorney-In-Fact of American Moneycenter, Inc. corporation

on behalf of the said corporation

Notary Public

After Recording Mail to:
Express America Mortgage Corporation
Attn: Document Control
P.O. Box 60610
Phoenix, AZ 85082-0610

"OFFICIAL SEAL."

BRYAN A. HANSEN

Notery Public, State of Illinois

My Commission Expires 08/19/97

Property of Cook County Clerk's Office

THAT THE STATES OF THE STATES

NON-UNIFORM COVE 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 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 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 collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. without charge to Borrower. Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument. If one or more riders are accounted by Borrower. 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument 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(es)]. Adjustable Rate Rider Condominium Rider 1-4 Family Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Balloon Rider Rate Improvement Rider Second Home Rider Other(s) [specify] BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Porrower and recorded with it. Witnesses: GLENN 2040 State of Illinois. County 88: The foregoing instrument was acknowledged before me this comer R. Szurgot and Joyce M. Szurgot Alls. Witness my hand and official seal. MA COMMISSION EXE YEE' 30' 1884 NOTARY PUBLIC STATE OF ILLINOIS LAURA J. COZZI OFFICIAL SEAL

03020526

Property of Coot County Clerk's Office

RECORDING REQUESTED BY NOFFICIAL COPY 2

WHEN RECORDED MAIL TO: EXPRESS AMERICA MORTGAGE CORPORATION 9060 East Via Linda Street Scotledale, Arizona 85258-5416

Ln.	No.	100	145	299

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL LIMITED IRREVOCABLE POWER OF ATTORNEY

Knowthat AMERICAN MONEY CENTER				n
(corporation/partnership/sole proprietorship) with its principal offices at	927 NLPLUM	GROVE RD, S	TE. D, SC	HAUMBURG
("Principal"), does hereby make, constitute and appoint EXPRESS At	MERICA MOR	TGAGE CORF	OFIATION,	an Arlzona
corporation with offices at 9060 E. Via Linda Street, Scottsdale, AZ 8525	58 ("EXPRESS	AMERICA"), ic	r Principal's	benelli and
in Principal's name, picce and stead, Principal's true and lawful attorne	y-in-lact:			100
To execute asserted and policy and deliver to EVERECE AN	MEDICA (O)	laa maamlaaaa.	nelo /hone	المحال المخالف

"Promissory Note") stands payable to the order of Principal, relating to the property at DO Lorman Court Schaumsury II (0)944

that is now or is hereafter in the possession of EXPRESS AMERICA as contemplated by the Loan Brokerage Agreement dated 2-18 , 199 3 and the supplement to Loan Brokerage Agreement dated 2-18 , 199 3 (collectively, the "Loan Brokerage Agreement") both of which are currently in effect between Principal and EXPRESS AMERICA, (2) any beneficial or murigagen's interest, or assignment thereof, and any and all other rights and interests, under all mortgages, deeds of trust, security agreements and other instruments evidencing, making or granting security for the Promissory Note ("Mortgage Rights") and (3) all other documents evidencing, memorializing or otherwise relating to payee's obligee's or mortgagee's interest in the loan rividenced by the Promissory Note ("Documents").

Principal horaby grants to EXPRESS AMFRICA full authority to act in any manner both proper and necessary to exercise the foregoing powers as fully as Principal rilg it or could do and perform by itself. EXPRESS AMERICA agrees that it shall exercise the power granted it hereunder only in another of EXPRESS AMERICA.

Principal and EXPRESS AMERICA hereby acknowledge and agree that EXPRESS AMERICA has an interest in the subject matter of the power granted herein, in that the loan evidenced by the Promissory Note (and the related Mortgage Rights and Documents) were, as contemplated by the Loan Brokerage Agrament, originated and closed in the name of Principal with Principal being denominated the original payer on the Promissory Note, and the original beneficiary or mortgages on the deed of trust or mortgage securing payment of the Promissory Note, and time cliately upon and concurrently with the closing of the loan, Principal and EXPRESS AMERICA do hereby agree that EXPRESS AMERICA is hereby vested trievocably with the power granted herein and that Principal does hereby forever renounce all right to revoke this Special Limited trievocable Power of Alternay or any of the powers conferred upon EXPRESS AMERICA hereby or to a pooling any other person to execute the said power and Principal also renounces all right to do any of the acts which EXPRESS AMERICA is authorized to perform by this power.

If prior to the exercise of the power hereby conferred upon EXPRESS AMERICA, Chical shall have become bankrupt, dissolved, liquidated, disabled, incapacitated, or have died, and EXPRESS AMERICA shall have thereafter exercised such power, Principal hereby declares any such acts performed by EXPRESS AMERICA pursuant to this power binding and effective in the same manner that they would have been had such bankruptcy, dissolution, liquidation, disability, incapacity or death of Principal not have occurred.

Executed on Lune 17		
	PHINCIPAL: AMERICAN MONEY CENTER	Co
		CV
	By: Guer Suer	
	Ms:President	
State of Illinois ss:	Company of the State of the Sta	
County of Gook		
Corporations		
The foregoing instrument w	as acknowledged before me this <u>17</u> day of <u>June</u>	, 199 <u>3</u> , by
Gail E. Hellner		<u>[llinois</u>
corporation, on behalf of the corpor		
	the land term	n >
*********		,

"OFFICIAL SEAL"
Stephen R. Perrigo
Notary Public, State of Illinois
My Commission Expires 4/2/96

My commission expires: 04-06-93

02020526

Property of Cook County Clerk's Office