

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

LaSalle Talman Home Mortgage Corporation COOK COUNTY, ILLINOIS
1900 E. Golf Road - Suite L10 FILED FOR RECORD
Schaumburg, IL 60173-5021

03032064

1993 DEC 16 AM 9:42

03032064

LOAN NO. 388339-6

33-
81

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 9, 1993 . The mortgagor is Dragin Kecman, MARRIED TO SLOBNKA KECMAN, and whose address is 100 University Street, Apartment 200, Seattle, Washington 98101 ("Borrower"). This Security Instrument is given to LaSalle Talman Bank, FSB, A Corp. of the United States of America, which is organized and existing under the laws of United States of America , and whose address is 4242 N. Haskell Avenue, Northridge, IL 60634 ("Lender"). Borrower owes Lender the principal sum of Sixty Eight Thousand Eight Hundred Dollars and no/100 Dollars (U.S. \$ 68,800.00). This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by 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 Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOT 44 IN THE RESUBDIVISION OF BLOCKS 15 AND 16 TOGETHER WITH VACATED STREETS AND ALLEYS BETWEEN SAID BLOCKS IN NORTON PARK IN THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD MERIDIAN IN COOK COUNTY, ILLINOIS .

*Slobnka Kecman is executing this mortgage for the sole purpose of waiving any and all marital and homestead rights.

In witness whereof, the parties have executed this instrument this day of December, 1993 .

Dragin Kecman, Slobnka Kecman, *[Signature]* [Signature] [Signature]
which has the address of 5006 W. 25TH Place, Cicero, Illinois 60650 [Street]
Illinois 60650 [City] [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 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.

IN WITNESS WHEREOF, the parties have executed this instrument at the place and date first above written, and have affixed their signatures thereto.

STATE OF ILLINOIS
ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDT://0491/3014(9-90)-L, 3/17/93 DRAFTED BY [Signature] **PAGE 1 OF 6**

This instrument is a Uniform Single Family FNMA/FHLMC Uniform Instrument for recording a mortgage on real property. It is intended to be used in connection with a residential mortgage loan, either as a new loan or as a refinancing of an existing loan. The instrument is designed to be used in conjunction with a promissory note and a title affidavit. The instrument contains provisions for recording the mortgage and for providing for the enforcement of the mortgage. It includes a provision for the payment of taxes and insurance premiums, and a provision for the protection of the lender in the event of default. It also includes provisions for the protection of the borrower in the event of repossession of the property.

THIS INSTRUMENT WAS EXECUTED IN THE STATE OF ILLINOIS, AND IS SUBJECT TO THE LAWS OF THE STATE OF ILLINOIS.

BB ox 333

FORM 3014 9/90

03032064

UNOFFICIAL COPY

03032064

FORM 3014-8/80

SIC/CMDL//019/3014(9-90)-L 3/17/93 PAGE 2 OF 6

2

ILLINOIS-SINGLE FAMILY-FINMA/THUMB MORTGAGE INSTRUMENT

5. Hazard or Property Insurance. Borrower shall keep the term "extended coverage" and any other hazards, including fire hazards included within the term "extended coverage" as described on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, property shall be mutualized in the amounts and period of insurance, for which Lender requires insurance. The insurance carrier shall be chosen by Borrower subject to the periods that Lender shall not be responsible for failure to maintain coverage in accordance with the terms of the Note.

Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice. Lender may at any time or under his option, obtain coverage to protect Lender's rights in the property in accordance with the Note.

6. Hazardous Substances. Lender requires that Lender provide for the insurance coverage to be maintained in accordance with the amounts and period of insurance, for any other hazards, including fire hazards included within the term "extended coverage" and any other hazards, property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, Borrows 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 manner acceptable to Lender; (b) contributes in good faith to the lien by, or defers funds agreement of the lien, or (c) secures from the holder of the lien, part of the property is subject to operation of the equipment of the lien, or (d) secures agreement of the lien in legal proceedings to the extent that it can be sold without notice to Lender.

Borrower shall pay these obligations in the manner provided in paragraph 2, or if paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of payment to the person owed payment.

7. Changes: Liens. Borrower shall pay all taxes, interest, to any late charges, fines and impositions attributable to the sums secured by this security instrument.

8. Application of Payments. Unless applicable law, provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment under the Note, prior to the acquisition of the property held by Lender; if, under paragraph 21, Lender shall acquire or sell the property prior to the sale as a credit against the sum secured by this property, shall apply any funds held by Lender at the time of acquisition or sale as a credit against the sum secured by this security instrument.

9. Interest. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

10. Taxes. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

11. Late Charges. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

12. Attorneys' Fees. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

13. Breach of Contract. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

14. Acceleration. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

15. Prepayment. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

16. Default. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

17. Non-Borrower. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

18. Assignment. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

19. Discharge. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

20. Substitution. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

21. Payment. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

22. Other. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

23. Miscellaneous. Funds held by Lender, shall be paid under the Note, to any late charges due under the Note.

1. Perpetual or Prinicipal 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 items or otherwise in accordance with the terms of 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 affect this security instrument as a lien on the property; (b) yearly taxes and assessments of ground rents 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 the Federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. §2601 et seq. (RESPA). Unless otherwise law that applies to the funds held by Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of expenses due in accordance with the Note.

3. Perpetual or Prinicipal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due limited variances by just deserts to constitute a uniform covenant covering real property.

4. Uniform COVENANTS. Borrower and Lender covenant and agree as follows:

5. Taxes and Insurance. Subj ect 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 and any prepayment items or otherwise in accordance with the terms of the Note.

6. Insurance. Borrower shall pay when due the principal of and interest on the debt evidenced by the Note and any prepayment items or otherwise in accordance with the terms of the Note.

7. Security Instrument. Combines uniform covenants for national use and non-uniform covenants with limited variances by just deserts to constitute a uniform covenant covering real property.

8. Note. This security instrument is subject to cancellation by the Note and any prepayment items or otherwise in accordance with the terms of the Note.

UNOFFICIAL COPY

ON NO. 388339-6

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 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.

Unless Lender and Borrower 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 by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. 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 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. 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 that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing 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 Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced 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 leasehold, Borrower shall comply with all the provisions of the 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.

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 Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying attorney's fees 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 take action 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 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. 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 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 (in the amount and for the periods 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL/0491/3014/9-90-L-3/17/93

FORM 3014 9/90

PAGE 3 OF 6

03032064

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF *[REDACTED]*
BUREAU OF REAL PROPERTY
MAY 1990
LAND CONTRACT
DEED OF TRUST
NOTARIAL ACT
NOTICE OF VAULT
NOTICE OF LIEN
NOTICE OF SECURITY AGREEMENT
NOTICE OF SECURITY AGREEMENT
NOTICE OF SECURITY AGREEMENT
NOTICE OF SECURITY AGREEMENT

ILSC/CMDT/L/0491/30148-90-L/3/17/93 PAGE 4 OF 6
FORM 30148-93

16. **Borrower's Copy.** Borrower shall be given one conforming copy of the Note and of this Security Instrument.
17. **Transferor 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 consent, Lender may, at its option, require immediate payment in full of all sums due and owing by Borrower under this Note and this Security Instrument.
18. **Government Law; Severability.** This Security Instrument shall be governed by general law and the law of the jurisdiction in which the Property is located, such conflict shall not affect other provisions of this Security Instrument or the Note as declared to be severable.
19. **Waiver of Jury Trial.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried without a jury trial.
20. **Waiver of Statute of Limitations.** This Note shall not be construed to be subject to any statute of limitations, except that it shall be construed to run from the date of this Note.
21. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall not be tried by a jury trial.
22. **Waiver of Right to Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
23. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
24. **Noises.** Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given by first class mail to Borrower's address stated herein or to Lender. Any notice to Lender shall be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Borrower or Lender when given by first class mail shall be given effect without the conflicting provision. To this end the provisions of this Security Instrument or the Note shall control with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note can be given effect notwithstanding that any provision of this Security Instrument purports to the contrary.
25. **Governmental Regulation.** Any provision in this Note or this Security Instrument which violates any federal, state or local statute, rule or regulation, including the Truth-in-Lending Act or any other statute, rule or regulation relating to consumer credit, shall be deemed invalid and unenforceable, and the remainder of this Note and this Security Instrument shall remain in full force and effect.
26. **Waiver of Jury Trial.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall not be tried by a jury trial.
27. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
28. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
29. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
30. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
31. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
32. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
33. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
34. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
35. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
36. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
37. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
38. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
39. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.
40. **Waiver of Trial by Jury.** Any suit, action or proceeding in any court of law, arbitration or otherwise relating to the enforcement of the terms of this Note or the rights and remedies of the parties hereunder shall be tried by a judge or referee without a jury trial.

03032064

UNOFFICIAL COPY

CAN NO. 388339-6

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 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 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, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement 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; 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 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 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.

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 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.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

ILLINOIS-SINGLE FAMILY--FNMA/FHLMC UNIFORM INSTRUMENT
ISC/CMDTIL//0491/3014(9-90)-L 3/17/93

PAGE 5 OF 6

FORM 3014 9/90

Attestation:

I declare that I have read the foregoing instrument and that it is my desire to be bound by the same as a true and correct copy of the original instrument.

SA SIGNED BEFORE ME ON THE DATE STATED AND SUBSCRIBED TO BY THE PERSONS WHOSE NAMES ARE APPENDED HERETO.

IN WITNESS WHEREOF,

SUBSCRIBED AND SWORN TO THIS DAY OF MARCH, 1993,

IN THE CITY OF CHICAGO, STATE OF ILLINOIS,

BY [Signature]

RECORDED IN THE OFFICE OF THE CLERK OF THE COUNTY OF [County]

ON THE [Date] AT [Time] P.M. (CST) [Signature]

FOR RECORDING PURPOSES ONLY. THIS DOCUMENT IS NOT A LEGAL AGREEMENT. IT IS FOR RECORDATION PURPOSES ONLY.

DO NOT SIGN OR FILE THIS DOCUMENT UNTIL YOU HAVE READ IT CAREFULLY AND UNDERSTOOD IT. IF YOU DO NOT UNDERSTAND ANY PART OF THIS DOCUMENT, CALL YOUR ATTORNEY OR LENDER.

IF YOU SIGN THIS DOCUMENT, YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

03032064

UNOFFICIAL COPY

03032064

03032064

My commission expires 8/9/95

Walter Kecman

Notary Public
A.D. 1993

Given under my hand and acknowledged this day of December 1993.

Appointed before me this day in person, and acknowledged that he free and voluntarily instrument as aforesaid for the purposes herein set forth.

the same person(s) whose name(s) is Walter Kecman. Personally known to me to be the sole forgering instrument, delivered to the said instrument as aforesaid to the foregoing instrument,

DO HEREBY CERTIFY that Walter Kecman, a Notary Public in and for said county and state,

I, Walter Kecman

State of Illinois) ss
County of Cook)

Given under my hand and official seal, this 21st day of December, 1993

free and voluntary act, for the uses and purposes therein set forth.

before me this day in person, and acknowledged that she signed and delivered the said instrument as personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appraised before me that she has read and understood the instrument and agrees to be bound by its terms and conditions.

I, the undersigned, a Notary Public in and for said county and state do hereby certify that Slobanka Kecman

STATE OF ILLINOIS,
Cook County ss:

[Space Below This Line for Acknowledgment]

Slobanka Kecman
Slobanka Kecman
(Seal) Borrower

Slobanka Kecman
Slobanka Kecman
(Seal) Borrower

Witnesses:
Instrument and in any other(s) executed by Borrower and recorded with it.

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

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Biweekly Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Second Home Rider
- Rate Improvement Rider
- 1-A Family Rider

Security instrument. Check applicable box(es).

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 instrument and supersede all prior covenants and agreements of this Security instrument.