



# UNOFFICIAL COPY

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ITEM 1BZL8 (1921)

loods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including shall satisfy the lien or take one of three of the following set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property over this Security instrument. Lender may give Borrower a notice identical with which may affect the lien to this Security instrument, if Lender deems it necessary to do so. Borrower shall pay all premiums due under this instrument to the Lender in accordance with the terms of the Note, or (c) securities from the holder of the Property is subject to a lien upon the instrument of the Note, or (e) payment of the Lender's obligation to the Lender prevent the collection of the Note, in legal proceedings which in the Lender's opinion operate to the benefit of the Lender by, or demands against enforcement of the Note, in a manner acceptable to the Lender; (b) commises in good faith in writing to the payee of the payment disclosed by the attorney secured by this Security instrument unless Borrower; (a) agrees Borrower shall pay the premium disclosed by the Note.

6. Payment of Premiums. Unless applicable law provides any lien which has priority over this Security instrument over the premiums, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to be paid him directly to the person owed premium, Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in full number, Borrower shall pay him on property which may then be held by this Security instrument, and leasehold payments of ground rents, if any, Borrower shall pay all taxes, assessments, charges, times and impossibilities attributable to the Lender under this Note.

7. Charges; Liens. Borrower shall pay all taxes, assessments, charges, times and impossibilities attributable to the Lender under this Note; third, in increments due; fourth, to any late charges due under this Note.

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 charges due under the Note; second, to amounts payable under

9. Sale of the Property. shall apply any funds held by Lender in the time of acquisition of such as a credit against the sums received by this Security instrument.

Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

deficiency in no more than twelve months, at Lender's sole discretion. If the excess funds held by Lender under this Note are sufficient to pay the Escrow liens when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in any time is not sufficient to pay the Escrow liens when due, Lender may so notify Borrower in writing, and, in the amount for application of paragraph 10, unless in accordance with the applicable law. If the amount of the funds held by Borrower for application of paragraph 10, unless in accordance with the applicable law, Lender shall not be required to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a claim. However, Lender may require Borrower to pay a one-time charge for an independent real account, or verify the Escrow liens, unless, under pays Borrower interest on the Funds and applicable law permits the Escrow items, Lender may not charge for holding and applying the Funds, usually utilizing the escrow including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Funds held in an institution whose deposits are insured by a federal agency, insurability, or entity received by this Security instrument.

The Funds shall be held in an escrow account under paragraph 8, in lieu of the Funds made. The Funds are pledged as additional security for all sums and the purpose for which each debt to the Funds was made. The Funds shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds, Lender shall receive and Lender may agree in writing, however, that interest shall be paid on the Funds, or earnings on the Funds, Borrower and Lender shall not be required to pay a one-time charge for any interest accrued or made of applicable law requires Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to make such a claim. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an Lender to verify the Escrow liens, unless, under pays Borrower interest on the Funds and applicable law permits the Escrow items, Lender may not charge for holding and applying the Funds, usually utilizing the escrow including Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender on the day monthly payments, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums or ground rents on the Property, if any; (b) yearly hazard insurance premiums; (a) yearly property taxes and assessments which may apply under this Security instrument as a lien on the Property; (b) yearly leasehold paymen

10. 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 late charges due under the Note.

11. Payment of Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

12. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

13. Form COVENANTS. Borrower and Lender covenant and agree as follows:

14. 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.

15. BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to any encumbrances of record.

16. BORROWER grants and will defend generally the title to the Property against all claims and demands, subject to any mortgages, grants and convey the Property is unencumbered, except for encumbrances of record.

17. TOGETHER WITH all the improvements now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

18. and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

19. instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender'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 Lender'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 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 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 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 period 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

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(b) Borrower's right to remit. If Borrower meets certain conditions, Borrower shall have the right in his discretion to discontinue in any time prior to the earlier of (a) 5 days (or such other period as

If Leader has exercised his option, Leader shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given to Borrower to pay all sums secured by this Security Instrument in full. If Borrower fails to pay these sums prior to the expiration of this period, Leader may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. Transferee 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 to a third party, the transferor shall not be entitled to exercise its rights under this instrument.

Borrower shall be given one copy of the Note and of this Security Instrument.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision of this Note is held to be ineffective, can be given effect without the conflicting provision. To this end the provisions of this Note which conflict with applicable law, such conflicts shall not affect other provisions of this Security Instrument, or the Note which conflict with the Note will be severed from the Note.

14. Notices. Any notice to Bartrowcor provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless otherwise required under law or regulation. The notice shall be directed to the property address or any other address Bartrowcor designates by notice to Landcor. Any notice to Landcor shall be directed to Landcor's address stated herein or to any other address Landcor designates by notice to Bartrowcor. Any notice provided for in this Security Instrument shall be deemed to have been given to Bartrowcor or Landcor when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or certain loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan to the permitted limit; and (b) any sums already collected from the borrower which exceed permitted limits will be refunded to the borrower, lessor or by making a direct payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be recalculated as a partial prepayment of the Note.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security instrument shall bind and benefit all successors and assigns of Landlord and Borrower, subject to the provisions of this paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of this paragraph 17, Borrower's covenants and agreements shall be joint and several. Any Borrower, subject to the provisions of this instrument but does not execute the Note; (a) is so signifying this Security instrument orally to mortgagee, grant and convey that sums secured by this Security instrument; and (c) agrees that Landlord and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security instrument or the Note without giving Borrower's consent.

not be a waiver of or preclude the existence of any right of remedy.

11. Borrower Not Responsible; Robobaraince by Lawyer. Extension of time for payment of such amounts.

sums secured by this Security Instrument, whether or not then due.

If the Property is abandoned by Barrower, or if, after notice by Lender to Barrower that the condominium officers to make arrangements to collect and repair damages, Barrower fails to respond to Lender within 30 days after the date the notice is given, an award of specific claim for damages, Barrower shall be liable to Lender for all costs and expenses incurred by Lender in connection with the collection of such amounts.

In the event of a total taking or the property, the proceeds shall be applied to the sums secured by this instrument which the fair market value of the property immediately before the taking is equal to or greater than the amount of the sum secured by this Security instrument immediately before the taking is equal to the amount of the sum secured by this Security instrument immediately before the taking unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sum secured by this Security instrument which the fair market value of the property immediately before the taking is less than the amount of the sum secured by this Security instrument.

any condominium or other interest of any part of the Property, or for conveyance in trust or condominium, are hereby assigned and shall be paid to Lender.

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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 biocides, 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.

**24. SIGNATURES.** Borrower hereby certifies that he has read and understood the contents of this instrument and that he signs it freely and voluntarily.

Signature of Borrower

Signature of Lender

Signature of Lender

Signature of Lender

Signature of Borrower

Signature of Lender

Signature of Lender

Printed on 100% recycled paper

Subsequent to execution, any amendment or modification to this instrument must be in writing and signed by both parties to the original instrument. Any oral modification to this instrument will not be binding upon either party to this instrument.

Effective as of the date of signing of the original instrument. All documents executed prior to the date of signing of the original instrument are superseded by this instrument. This instrument is to be used for residential purposes only.

ITEM 1876LS (9202)

Form 3014 9/90 (page 5 of 6 pages)

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1000-701-0000-0000-0000  
Docket: 1000-701-0000-0000-0000 Date: 01/01/2011  
Form 3014 9/90 (page 6 of 6 pages)

Form 3014 9/90 (page 6 of 6 pages)

"OFFICIAL SEAL"  
Notary Public  
Ruth S. Moore  
Notary Public, State of Illinois  
My Commission Expires May 1, 1996

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(Address)

(Name)

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LOT 19 IN BLOCK 2 IN VICTORIA CROSSING, BEING A SUBDIVISION OF THE  
NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE  
10, EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE NORTH 1/2 OF THE  
SOUTHWEST 1/4 (EXCEPT THE EAST 80 ACRES THEREOF) OF SECTION 16, TOWNSHIP  
41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE  
PLAT THEREOF RECORDED AS DOCUMENT NUMBER 85240470, IN COOK COUNTY,  
ILLINOIS

TAX NO. 07-17-412-019

03035523