UNOFFICIAL CO: 9/007 03 001 Page 1 of

1999-11-01 13:48:24

33.50

Cook County Recorder

2121 Alton Parkway Ste 200

WHENRECORDED MAIL TO

Pacific Thrift and Loan Company

Irvine, CA 92606

Loan No.: 322049

[SpaceAbove ThisLineFor RecordingData]_

MORTGAGE

THIS MORTGAGE ("SecurityInstrument") given on October 11, 1999 The mortgagoris Robert S. Childress and Freddie J. Childress, a married couple

("Borower").

This SecurityInstruments given to Pacific Turift and Loan Company, its successors and/or assigns

whichis organized and existing under the laws of

California

, and whose address is

21031 Ventura Blvd., Woodland Hills, CA 91364

("Lender").

Borrower owes Lenderthe principalsum of Eighty Two Thousand and NO/100ths

Dollars (U.S. \$ 82,000.00). This debt is evidenced by Bor swer's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full (ebt) if not paid earlier due and payable on . This Security Instrumentecures to Lender: (a) the repayment of the debt evidenced by the Note, withinterest, and all renewals extension and modifications of the Note; (b) the reyment of all other sums, withinterest, advanced under paragraph7 to protect the securityof this SecurityInstrumentant (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, borrower does hereby mortgage, grantand convey to Lenderthe following described property located in Cook County Illinois:

PARCEL # 25-02-103-025

LOT 16 IN BLOCK 2 DAUPHIN PARK, A SUBDIVISION OF THE PART OF THE NORTH THREE QUARTERS OF THE WEST HALF OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, WEST OF THE ILLINOIS CENTRAL RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

which has the address of

824 East 88th Street, Chicago, IL 60619

["PopertyAddless"]

NETCO INC. 415 N. LaSalle, Ste. 402 Chicago, IL 60610

TOGETHER WITH all then plant ent mov of property and alleasements appurtenances, and fixtues now or hereafter a part of the property All replacements and additions shall also be covered by this Security InstrumentAll of the foregoing is referred to in this Security Instruments the "Poperty"

 $BORROWER\ COVENANTS that Borrower\ is\ lawfully seised of\ the\ estate here by conveyed\ and\ has the\ right to\ grant$ 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 overing real property

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shallpromptlypay when due the principalof and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a writtenwaier by Lender Borrower shall pay to Lenderon the day monthlypayments 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 Instruments a lien on the Property; (b) yearly leasehold paymentsor ground matson the Property if any; (c) yearlyhazad or property insurance premiums (d) yearlyflood insurance premiums, if any; (e) ; early mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the privisions of paragraphs, in lieu of the payment of mortgagen surance remiums. These items are called "Escow Items. Lender neg, at any time, collect and hold Funds in an amount not to exceed the maximum mounta lender for a federally related mor to geloan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974as an endedfrom time to time, 12 U.S.C. \$260 let seq. ("RESA"), unless another law that applies to the Fundssetsa lesseramount. It so, Lendermay, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lendermay estimate the arcount of Funds due on the basis of curent data and reasonable stimates of expenditures of future Escrow Itemsor otherwisein accordance with applicable law.

The Funds shall be held in an institution whose deposits are insued by a federal agency instrumentality rentity (including Lender if Lender is such an institution or in any Federal Home Loan Bank. Lendershall apply the Funds to pay the Esciow Items. Lendermay not charge Bornwer for holding and applying the Funds, annually analyzing the esciow account, or verifying the Escrow Items, unless Lenderpays Bornwer interest on the Funds and applicable law permits Lenderto male such a charge. However, Lendermay require Borrower w pay a one-timecharge for an independent real estate tax reporting service used by Lender in connection with this loan, unit ssapplicable aw provides otherwise. Unlessan agreement is made or applicablelaw requires interest to be paid, Lendershall not be required to pay Borrower any interest or earningson the Funds. Borrower and Lendermay agree in writing however, that interest shall be paid on the Funds. Lendershall give to Borrower, withoutcharge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged a additional security for all sums secured by this Security

Instrument.

If the Funds held by Lender exceed the amountspermitted to he held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of application law. If the amount of the Funds held by Lenderatary time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing and, in such case Borrower shallpay to Lenderthe amountnecessay to make up the deficiency Borrower shallmake up the deficiency in no more thantwelve monthlypayments at Lenders sole discretion.

Upon paymentin full of all sumssecued by this Security Instrument Lender stall promptly refund to Borrower any Fundsheld by Lender If, under paragraph 1, Lender shall acquir or sell the Property Under prior to the acquisitionor saleof the Property shallapplyany Fundsheld by Lenderat the time of acquisition r sale as a credit against he sums secured

by this SecurityInstrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments recoved by Lender under paragraphs and 2 shallbe applied: first, to any prepayment charges due under the Note; second, to amount spayable under

paragraphe; third, to interest due; fourth, to principaldue; and last, to any late charges due under the Ne

4. Charges; Liens. Borrower shallpay all taxes, assessments harges, fines and imposition attributable the Property which may attain priority over this Security Instrument and leasehold payment for ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph , or if not paid in that manner Borrower shall pay them on time directly to the personowed payment. Borrower shall promptly furnish to Lenderall notices of amount sto be paid under this paragraph. If Borrower males these payments directly Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly dischage any lien which has priority over this Security Instrumentunless Borrower: (a) agrees in writingto the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faiththe lien by, or defends againstenforcement of the lien in, legal proceedings whichin the Lenders opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactor to Lender subordinating the lien to this Security Instrument If Lenderdetermines that any part of the Property is subject to a lien which may attainpriorityover this Security Instrument Lendermay give Borrower a notice identifying the lien. Borrower shalls atis \$\frac{1}{2}\$ the lien or take one or more of the actionsset 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 Propertyinsued againstloss by fire, hazards included within the term "extended overage" and any other hazards, including floods or flooding, for which Lenderrequires insurance This insurances hall be maintained in the amount sand for the periods

that Lenderrequies. The intural calorie providing theirs transchall be chosen by Borrower subject to Lenderrequies.

that Lenderrequires. The intural collaboration providing their strange hall be chosen by Borrower subject to Lenders approval which shall not be unreasonably withheld. If Borrower fails to maintain over age described above, Lender may, at Lenders and the collaboration of their agents and the collaboration of their agents and the collaboration of the collaboration

option, obtain coverage to protect Lenders' rights in the Property in accordance with paragraphy.

All insurance olicies and renewals shall be acceptable to Lender and shall include a standar mort gage lause. 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 arrier 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 repair of the Property damaged if the restoration repair is economically feasible and Lender's security is not lessened. If the restoration 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 arrier 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 extendor postponethe due date of the monthly payments referred to in paragraphs and 2 or change the amount of the payments If underparagraphs he Property is acquired by Lender Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisitions hall pass to Lender to the extent of the sums secured by this Security

Instrumentmediatel or or to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shalloccupy, establish and use the Property as Borrower's principal residence within sixtydays after the execution of this SecurityInstrumentand 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 consents hall not be unreasonably withheld or unlessextenuatingicumstance exist which are beyond Borrover's control. Borrover shall not destroy, damageor impair the Property allow the Property to deterior a tepr commitwesteon the Property Borrower shallbe in defaultif any forfeiture actionor proceeding, whether civilor criminal; shegunthatin Lenders good faithjudgment could result in for feiture of the Propertyor otherwise materially impairthe lien cleated by this Security Instrumentor Lenders security interest. Borrower may cure such a defaultand reinstate as provide (in paragraph 8, by causing the action or proceeding to be dismissed with a ruling that, in Lenders good faith determination on cludes for feiture of the Borrowers interest in the Property or other material impairment of the lien created by this Securiff Instrumentor Lenders security interest. Borrower shall also be in ${\it defaultif Borrower}, during the loan application process, {\it gasernate} rateriall \textbf{\textit{f}} alse or in accurate normation or statement \textbf{\textit{s}} o Lender$ (or failed to provide Lender with any material information) n connection with the loan evidenced by the Note, including but not limited to, representation concerning Borrower's occupar cvof the Property as a principal residence. If this Security Instruments on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property the leaseholdand the fee title shallnot merge unless Lender ages to the merger in writing.

7. Protection of Lender's Right in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrumentor there is a legal proceeding that may significantly feet Lender's rights in the Property (such as a proceeding in bankrupt cyprobate, for condemnation or for feiture or to en orce laws or regulations), then Lender may do and pay for whatever is necessar 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 attorney's fees and entering on the Property to make repairs. Althoug! Lender may take action under this

paragraph, Lenderdoes not have to do so.

Any amounts disbursed by Lender under this paragraph shall become additionable of Borrower secured by this Security Instrument. Unless Borrower and Lenderagree to other terms of payment, these an our teshall bear interest from the date of disbursement the Note rate and shall be payable, within the est, upon notice from Lender Borrower requesting

payment.

8. Mortgage Insurance. If Lender required mortgageinsuranceas a condition of makingthe loan secured by this Security Instrument Borrower shallpay the premium sequired to maintain the mortgageinsurance of effect. If, for any reason, the mortgageinsurance overage required by Lenderlapses or ceases to be in effect, Borrower shallpay the premium sequired to obtain coverage substantially quivalent to the mortgageinsurance previously in effect, at a cost substantially quivalent to the cost to Borrower of the mortgageinsurance previously in effect, from an alternate mortgageinsur approved by Lender If substantially quivalent mortgageinsurance overage is not available, Borrower shallpay to Lender each month a sum equal to one-twelfth of the yearly mortgageinsurance premium being paid by Borrower when the insurance overage lapsed or ceased to be in effect. Lender will accept, use and retain the sepayments a loss reserve in lieu of mortgageinsurance. Loss reserve payments may no longer be required, at the option of Lender if mortgageinsurance overage (in the amount and for the period that Lender requires) provided by an insuer approved by Lender again becomes available and is obtained. Borrower shall pay the premium sequired to maintain mortgageinsurance in effect, or to provide a loss reserve, until the requirement for mortgageinsuranceends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lenderor its agentmay make reasonable entries upon and inspections of the Property Lendershall 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 claimfor damages direct or consequentialin connection with any condemnation 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 aking of the Property the proceeds shallbe applied to the sums secured by this Security Instrumentwhether 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 immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument mediately before the taking unless Borrower and Lenderotherwise agree in writing the sums secured by this Security Instrument hall be reduced by the amount of the proceeds multiplied by the following fraction:

(a) the total amount of the sums secured immediately before the taking divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured 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 on the sums are then due.

If the Property is abandoned by Borrower, or if, afternotice by Lenderto Borrower that the condemnor offers to make an award or settle a claim for damages Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the

sumssecued by this SecurityInstrumentwhetheror not then due.

Unless Lender and Borrower otherwise agree in writing any application of proceeds to principal shall not extendor postponethe due date of the monthly payments referred to in paragraphs and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for paymentor modification of amortization of the umssecued by this SecurityInstrument and Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence not reduced by this SecurityInstrument refuse to extend time for payment or otherwise modify amortization of the sums secued by this SecurityInstrument reason of any demandment by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any rightor remedy shall not be a waiter of or preclude the exercise of any rightor remedy

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this SecurityInstruments hall bind and penefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrumental does not execute the Note: (a) is co-signing this SecurityInstrumentally to mortgage grant and convey that Borrower's interest in the Property under the terms of this SecurityInstrument (b) is not personally obligated to pay the sums secured by this SecurityInstrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, for bear or make any accommodations with regard to the terms of this SecurityInstrument the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this SecurityInstruments subject to a law which sets maximumoan charges, and that law is finally interpreted so that the interest of other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any succiloan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sumsalized yool ecced from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal wed under the Note or by making a direct payment to Borrower. If a refund reduces principal the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this SecurityInstrumenthallbe given by delivering it or by mailingit by firstclassmailunlessapplicablelaw requires use of anothermethod. The notice shallbe directed to the Property Address or any other address Borrower designates by notice to Lender Any notice to Lendershallbe given by firstclassmail to Lenders address statedherein or any other address Lender designates by notice to Borrower. Any notice provided for in this SecurityInstrumenthallbe deemed to have been given to Borrower or Lenderwhangiven as provided in this paragraph.

15. Governing Law; Severability. This SecurityInstrumentshall be governed by federal law and the law of the jurisdiction whichthe Property located. In the event that any provision or clause of this SecurityInstruments the Note conflicts with applicable law, such conflicts hall not affect other provisions of this SecurityInstruments the Note which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shallbe 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 any part of the Property or any interest in it is sold or transferred (or if a beneficialinterest in Borrower is sold or transferred and Borrower is not a natural person) without Lenders prior written consent, Lendermay, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lenderif exercise is prohibited by federal law as of the date of this Security Instrument.

If Lenderex rises this option, Lendershall 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, Lendermay invoke any

remediespermittedby this SecurityInstrumentwithoutfurthernotice or demandon Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this SecurityInstrument is continued 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 SecurityInstrument of (b) entry of a judgmenten forcing this SecurityInstrument Those conditions are that Borrower: (a) pays Lenderall sums which then would be due under this SecurityInstrument of 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 SecurityInstrument, including, but not limited to, reasonable attorney sees; and (d) takes such action as Lendermay reasonably require to assue that the lien of this SecurityInstrument, enders' rights in the Property and Borrower's obligation to pay the sums secured by

this SecurityInstrumentshall continue unchanged. Upon reinstatements Romover, this SecurityInstrument the obligations secured hereby shall remainfully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration underparagraph 7.

19. Sale of Note; Change of Loan Servicer. The Note or a partialinterest 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 une lated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given writternotice of the change in accordance with paragraph 4 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 shallnot causeor permitthe presence, use, disposal storage or release of any Hazardous Substances 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 Substance shat are generally recognized to be appropriate to normal

residentialuses and to maintenancof the Property

Borrower shallonomptlygive Lenderwritternotice of any investigation claim, demand, lawsuitor other action by any governmentable regulatory agency or private party involving the Property and any Hazadous Substancer Environmental Law of which Borrower has a creal knowledge. If Borrower learns, or is notified by any governmentable regulatory authority that any removal or other remediation of any Hazadous Substance feeting the Property is necessary. Borrower shall promptly take all necessary remedial accordance with Environmental Law.

As used in this paragraph 3, "Hazadous Substances are those substances lefined as toxic or hazadous substances by Environmental Law and the following substances gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing as bestos or formal dely de, 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-UNIFORMCOVENANTS.Borrower and J.enderfurthercovenant 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 (by, 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 I mited to, reasonable attorneys' fees and costs of title evidence.

22. Mandatory Arbitration of all Disputes

Unless Lender and I agree otherwise in writing all disputes claims or controversies which a isobetween Lender and I under the loans hall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association, except as modified in this Paragraph 22. I understand hat by agreeing to resolve all disputes by arbitration I am waiving my right to jury trial and will be entitled only to a court's review of the award rendered in arbitration. I understand hat this requirement to submittisputes o arbitration does not limit the rights of Lender to demand immediate ayment in full, institute actions for foreclosure and sale of the Property or obtain provisional remedies from a court before, during or after an arbitration. Lender's decision not to seek these remedies will not be considered a waiver of arbitration.

The arbitratorshallbe selectedunder the Rules of the American Arbitration Association except that if either Lender or I request that the arbitrator a retired judge, or if the amount in controver syexceeds \$100,000, retired judge of the federal or state court which would have jurisdiction over the disputeshall be appointed as the arbitrator Otherwise, an arbitrator who is an attorney but not a retired judge may be appointed as the arbitrator An arbitrator who is a retired judge has the authority to award up to \$1 million. If either Lender or I seek an award over \$1 million, the disputeshall be decided by the majority wote of three arbitrators at least one of whom is a retired judge.

The arbitratorshall applythe substantivlaw that governs this Security Instruments determined in Paragraph 5 of the Security Instrument. Procedurallaw governing arbitration and the extent to which the dispute between Lender and I can be arbitrated shall be decided under the Federal Arbitration Act. Only where the Federal Arbitration Act is silent may the

procedurallaw of the statewnichgow ristle Security Instruments consulted. The arbitration proceedings shall take place in the stateand countywhee I resided at the time the loan was made. Unless otherwise directed by the arbitrator Lender and I shall each pay all of our own expenses with respect to the arbitration and shall pay an equal share of the arbitrators fees. However, the arbitrator has the authority to award all attorneys fees and costs to the prevailing party

The decision of the arbitrators hallbe in writing shall contain findings of fact and conclusions of law and shall state the reasons why the particular ward was made. Either Lender or I may submit the arbitration decision to any court having invited in the court ward.

jurisdiction however, the court may only review questions of law and the appropriateness of the award made.

- 23. Release. Upon payment of all sums secured by this SecurityInstrumentLender shall release this Security Instrumentwithouta charge to Borrower. Borrower shallpay any recordation costs.
 - 24. Waiver of Homestead. Borrower waives all right of homesteadexemption in the Property

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with
this SecurityInstrumentthe covenantsand agreementsof each such rider shall be incorporated into and shall amend and
supplementhe covenants and agreements of this Securit Instruments if the rider (s) were a part of this Securit Instrument
[Check applicablebox(es)]

AdjustableRate Rider	CondominiumRider	1-4 FamilyRider
Graduatedl'ay σ entRider	PlannedUnit DevelopmentRider	Biweekly PaymentRider
Balloon Rider	Rate Improvement Rider	Second Home Rider
VA Rider	Other(s)[specify]	
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	of County Clark	

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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded withit.

I ACKNOWLEDGE AND UNDERSTAND THE PROVISIONS CONTAINED IN THE MANDATORY ARBITRATION CLAUSE LOCATED ABOVE.

Witnesses:	
Dereka Coop	Robert S. Childress (Seal) Robert S. Childress -Bornower
Dineka Caers	Freddr Cheldren (Seal) Freddie J. Childress -Borrower
9007	Robert S. Childress Sr. (Seal) -Bornower
Ope	(Seal) -Bornower
[SpaceBelow Th	isLineFir Acknowledgement]
STATE OF ILLINOIS, I, the wells med an	Countyss: Votary Public in and Far said countyand statedo hereby certify that
personallyknown to me to be the sameperson(s) whose before me this day in person, and acknowledged that Arand voluntary act, for the uses and purposes therein set for	signed and delivered the said instruments free free
Given under my hand and official seal, this	day of October .1999
My commissionexpies:	Signatur and Caren
Notary Public OFFICIAL SEAL TINIKA OWENS NOTARY PUBLIC, STATE OF ILLINO MY COMMISSION EXPIRES:03/31A MY COMMISSION EXPIRES:03/31A	N3 03