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MORTGAGE

231-534-3

THIS MORTGAGE ("Security Instrument") is given on JULY 7

19 86 The mor gogor is JOHN F. WAGNER AND DEBORAH WAGNER, HUSBAND AND WIFE

("Borrower"). This S cu ity Instrument is given to THE TAL MAN HOME FEDERAL SAVINGS AND

LOAN ASSOCIA" ION OF ILLINOIS which is organized and exicus under the laws of THE UNITED STATES OF AMERICA and whose address is

4242 NORTH HARLLY

NORRIDGE, ILLINOIS 60634

("Lender").

Borrower owes Lender the principal sum of

THIRTY EIGHT THOUSAND THREE HUNDRED AND NO/100---

Dollars (U.S. \$ 38,300.00). 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 AUGUST 1, 2001 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with a interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the payformance of Borrower's note and accompany to the Security Instrument, and (c) the payformance of Borrower's note and accompany to the Security Instrument. Security Instrument; and (c) the performance of Borrow e'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

County, Illinois:
LOT 12 (EXCEPT THE EAST 200.00 FEET THEREOF) IN BLOCK 8 IN ARTHUR T.
MC INTOSH AND COMPANY'S CICERO AVELUF SUBDIVISION IN SECTIONS 15 AND
16, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS. Clort's Office

28-16-200-022-0000

OAK FOREST

which has the address of

5159 WEST 151ST STREET

[City]

Illinois

60452

[Zip Code]

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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

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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

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Borrower and Lender further covenant and agree as follows:

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, a Notary Public in and for said county and state,

personally known to me to be the same person (s) whose name(s) of the person (s) whose name(s) of the methodological that the

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

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

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, 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 as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Fann held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon paymer: in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lander If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to he sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit agair at the sums secured by this Security Instrument.

3. Application of Fayrants. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note; second, to prepayment charges due under the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

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

receipts evidencing the payments.

Borrower shall promptly discharge any hear which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation served by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the 1en in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any par. of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to his Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and 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.

All insurance policies and renewals shall be acceptable to Lender and shell include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Fortower 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 a plied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's a curity is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the invarance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess onid 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 proceed 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 19 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. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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.

staget to remistate shall not apply in the case of acceleration under paragraphs 13 or 17. it and the obligations secured hereby shall remain fully effective as if no acceleration had the continued as a solution of the Property pursuant to any power of sale contained in this security bursuant to any power of sale contained in this security instrument. Those conditions are that borrower would be due under this Security Instrument and the Work had no acceleration of the would be due under this Security Instrument and the Work is an enforcing this security instrument. The properses incurred in enforcing this security instrument, it is the property and Borrower's set in the Borrower's feel and immited to, reasonable attentions, (cs.; and (d) takes such action as Lender may the limited to, reasonable attentions. Lender's rights in the Property and Borrower's feel of the second in the Borrower's set in a secretarion by the second of the abits at the second of the solution and the solution and the solution and the solution as the second of the solution and the solution and the solution as the solution and the solution as the solution as the solution and the solution are solved to the solution and the solution and the solution are solved to the solution are solved to the solution and the solution are solved to the solution and the solution are the solution are solved to the solution and the solution are solved to the y instrument without further notice or demand on Borrower shall have the right to have the meets certain conditions, Borrower shall have the right to have the discontinued at any time prior to the earlier of: (a) 3 days (or such other period as

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written consent. Lender may, at its option, require immediate payment in full of all sums Sorrower shall be given one conformed copy of the Note and of this Secority Instrument.

The Beneficial Interest in Borrower, If all or any part of the Property or any second and Borrower is not a natural second interest in Borrower is sold or transferred and Borrower is not a natural

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e to the permitted limit, and (b) any sum a already collected from Borrower which exceeded to a forrower. Leader may cho see o make this refund by reducing the principal owed stance payment to Borrower. If a returnd r duces principal, the reduction will be treated as a the interpreted so that the inter et or other loan charge shall be reduced by the amount the loan secured by this Secount in Instrument is subject to a law which sets maximum loan

The statement and (c) grees that Lender and any other Borrower may agree to extend, the transmitter of this Security Instrument or the Note without See to indicate the interest. Any to near an expectations of any right or remedy.

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sors in interest. Any forbestance by Lender in exercising any right or remedy o same so proceedings against any successor in interest or relise to extend time for manage of some of any demand made ers e to release the liability of the original Borrower or Borrower's successors in interest.

by Borrower, or if, after notice by Lender to Borrower chat the condemnor offers to a dearage. Borrower fails to respond to Lender within 30 days after the date the notice is an apply the proceeds, at its option, either to restoration of repair of the Property of the transmit whether or not then due.

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