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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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MORTGAGE Loan Number 1425069

THIS MORTGAGE ("Security Instrument") is given on October 31....., 1988.... The mortgagor isMay...D....Eng...widow..... ("Borrower"). This Security Instrument is given to ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION....., which is organized and existing under the laws ofthe United States of America....., and whose address is 100 Addison Street, Elmhurst, Illinois 60126..... ("Lender"). Borrower owes Lender the principal sum ofForty-two-thousand-and-no/1.00..... Dollars (U.S. \$...42,000.00.....). 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 onDecember 1, 2004..... 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 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 inCook..... County, Illinois:

LOT 25 IN BLOCK 4 IN ARCHER ADDITION TO CHICAGO IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



which has the address of 310 West 23rd Place Chicago.....,
..... (Street) (City)
Illinois 60616 ("Property Address");
..... (Zip Code)

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 encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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004 COMMERCIAL EXHIBIT 3-130145
COMM COMM
MORTGAGE LENDER OF RECORD
FEDERAL HOME LOANS
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

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 insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. 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.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall 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.

If the Property is abandoned by Borrower, or if, after notice by Lender to 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 sums secured by this Security Instrument, whether or not then due.

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 such payments.

10. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by 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 proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. 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 other 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 charge to the permitted limit; and (b) any funds already collected from Borrower which exceeded permitted limits will be refunded 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 treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the step specified in the second paragraph of paragraph 17.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or 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 shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or 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 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 had no acceleration 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 paragraphs 13 or 17.

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Lender may take action under this Paragraph¹, Lender does not have to do so.
Any amounts disbursed by Lender under this additional debt of Borrower secured by this
Security Instrument. Unless Lender under this Paragraph¹ shall become additional debt of Borrower
the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower
requiring payment.

tee title shall not merge unless Lender's rights in the Property or 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 if there is a legal proceeding that significantly affects 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, applying reasonable attorney fees and expenses on the Property to make repairs. Although

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or sublease any part of the Property, all or any portion of which is used as a residence by the lessee, or otherwise interfere with the lessee's right to quiet possession of the Property, except as may be necessary in the ordinary course of business or to correct minor violations of the lease by the lessee.

Unless Lennder and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend beyond paragraph 1 and 2 of change the amount of the paymens. If posidone the due date of the monthly payments referred to in paragraphs 1 and 2 or if any application of proceeds to principal shall pass to Lennder to the extent of the sums secured by this security instrument immediately prior to the acquisition.

In the event of damage, repair is not feasible or economically reasonable and Leenders Security Instruments shall be responsible for the repair or replacement of the property damaged, unless repair is not feasible or Leenders Security Instruments reasonably believes that the repair would be less expensive than the value of the property damaged.

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 recovers all receipts of paid premiums and renewals, Lender shall promptly give to Lender all receipts of paid premiums and renewals. 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.

5. **Hazard Insurance.** Borrower shall keep the hazard coverages or hereinafter erected on the property measured 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.

Borrower shall promptly disclose to the payee of the obligation, secured by the lien in a manner acceptable to Lender, (a) agreements in writing to the payee of the obligation, secured by the lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payee of the obligation, secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or debrates against the lien in, legal proceedings which in the Lender's opinion relate to the enforcement of any right or remedy of the Lender under this Security Instrument.

4. Charges; Liens. - Borrower shall pay all taxes, assessments, charges, liens and impositions attributable to the property which may attach prior to this Secuity instrument, and school payments or ground rents, if any.

5. Payment of Debts. - Borrower shall pay all debts, to interests due, principal due, to amounts payable under paragraph 2; court, to interets due, to principal due;

application as a credit, against the sums secured by this Security Instrument.

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

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to maturity of the Instruments.

Requarries 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 sums secured by the Funds are pledged as additional security for the sums made. The Funds are debited to the Funds which each debt to the Funds was made. The Funds are pledged as additional security for the sums secured by the Funds.

to Lender on the day monthly payments are due under the Note, until such Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which my attorney may prioritize over this Security Instrument; (b) yearly mortgage insurance premiums or premiums of group medical insurance policies of Lender may estimate of future escrow items; (c) yearly hazard insurance premiums; and (d) yearly bases of current data and reasonable estimates of future escrow items.

the principal of and interest on the debt evidenced by the Note and any prepayment of the principal or interest on the Note, and the expenses of collection, including attorney's fees, shall be paid by the Borrower.

1. Payment of Premium and Metre Charge for Government Land Charges:
Dromedary shall pay when due