Jennifer Meerwegen

961 Heigel, Elmhuret, IL 60:126

411800-18- 104175

THE MORTGAGE is made this 18 day of November 19 89 interest the Mortgager. Joffrey R. Vetter and Mery Bet. Vetter, husband and wilds joint termines. Gerein "Borrower" and the Mortgages. Household Bank, f. 3, 5. Bank, f. 3, 5. Bank, f. 3, 5. Bank of United States, who address is 850 M. Army Ireld interest and Carol Stream. IL 63188. (therein "Lender"). The following exagraph preceded by a checked box is applied by WHI.RFAS Business is indefined to Lender in the principal sum of 0.5.5. n/a which sudding the two strength of the contract of the contract of the contract of the contract of the Note therein. "Contract rate") including any adjustments to the amount of particular of the contract of that rate a variable and over charges payable at Lender's not reas stated above, with the balance of the indebtednic (not a source pand, due and payable on Lender in the principal sum of \$ 32,100,00. X WIII REAS. Business is incorped to Lender in the principal sum of \$ 32,100,00. Or we must	7		L.	NUV 2 1 198			
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WHIREAS Decrease is indebted to Lender in the principal sum of U.S. 5. In a midebtedness is vicenced by borrower's from Regarment and Security Agreement dated. It is not excessions and recess thereon therein "Note"), promiting for intentity antialments of principal and interest at it is securitied in the Note therein "Note"), promiting any adjustments to the anticipal and interest at it is that are a variable and orier charges payable at Lender's note real stated above, with the balance of the indebtednes to that an are a variable and orier charges payable at Lender's note real stated above, with the balance of the indebtednes to the animal above, with the balance of the indebtednes of a may be advanced pursuant to borrower's Reverling to the Agreement that of 17.18/739 or with midely a note thereof thereof thereof thereof thereof the real specified a Note thereof	maine under t	he laws of	Init ad Stat	193 . who a ac	kirms is 851)	W. Army Irail	ines.
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what: I	has the address of 729 Holly Driv	ve <u>Sartleti</u>	
Moreas	60103 (Arcei)	therein "Property Address") and is the Burrower's address.	

TEX ETHER with all the improvements now or ferculier erected on the property, and all externents, rights, appurtenances and resids, all of which shall be deemed to be and remain a part of the property covered by this Mongage; and all of the fore; mag, together with seld property (or the leasehold estate if this Mongage is on a lemeloid) are hereinafter refer. 5 to as the "Property"

Business coverants 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 unencombered, except for encombrances of second Borrower coverants that Burrower warrants and will defend generally the title to the Property against all claims and demands, subject to encunivances of record. 25

11800 17 & 49. 8 90g

UNIFORM COVENANTS 1. Payment of Principal and Interest at Variable Rates. This mortgage secures all payments of principal and interest due on a visible rate loan. The contract rate of interest and payment as younts may be subject to change as resocied in the Note: Enrinners shall promp by pay when due all amounts required by the Note.

2. Finals for Taxes and law trance. Subject to applicable law or waiver by Lender. Borrower shall pay to Lender on

the day morably payments of principal and interest are rayable under the Note, until the Note is paid in full, a sum therein "Funds") equal to one twelfth of the yearly taxes and massaments uncluding condominum and planned unit development ansenments of any) which may at ain priority over this Mortgage and ground rents on the Property, if any, plus one twelfth of yearly promium installments for becard insurance, plus one-twellth oil yearly premium installantits for invitigage insurance. it any, all as recommends estimated metally and from time to time by Lemiler on the basis of assessments and fulls and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prim mortgage or dead is little f such holder is an institutional leader.

If their over pays Funds to Leader, the Funds shall be hold in an institution the deposits or accounts of which are insured or guarant. All by a Federal or state agency including Lender of Lender is such an institution). Lender shall apply the Funds to pay sole taxes, issessments, in an arease premiums and ground rests. Lender may not charge for so holding and applying that funds, analyzing said account or verifying and emisphing said assessments and bills, united Lender pays Borrower interest on the Fittals and applicable hiw permits Lender to make such a charge. Birty/ner and Lender may agree in writing at the time of exception of this Mortgag's that interest on the Funds shall be paid to be reuser, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be received to pury florrower any overest or carriage ere the Funds. Lender shall give to Burrower, without charge, an annual accounting of the Funds showing credits and debits to the fairsh and the purpose for which each debit to the funds was made. The Funds are pledged as additional security for the strain secure, by this Mangage

if the amount of the Funds he'd by Lender, together with the future morethly installments of Funds psyable prior to the due dates of taxes as assume to, insurance premiums and ground rents, shall exceed the amount required to pay said tioners, inscrements, institute are neuros and graund rents to they full due, such excess shall be, at their sweets appear, either promptly repaid to flurrow r or are litted to flurrower on mentily installments of Fireds. If the amount of the Lunds held in I croke shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they full due, Borrower shall put to Lender any amount resembly to make up the deficiency in one or more payments as Lender may require

I post promote as full of all sure recured by this Mortgage, Lender shall promptly refund to florrower any funds held by I conte: If under paragraph 17 her out the Property is sold or the Property is suffernise acquired by Lender, Londer shall aimity, no later than immediately prior to the safe of the Property or its acquisition by Lender, any Funds held by Lender as the two of application as a credit against the cure secured by this Mortgage.

3. Application of Paymen v. All payments received by Lender under the Note and paragraphs I and 2 hereof shall be applied by I ender first in payment of amounts payable to be ader by Borrower under participant? hereof, then to interest.

and then to the process.

4. Frint Mortgages and Dool of Trust; Charge; Liens, Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Alortgage, including Horrower's concerned to make payments a ben due. Horrower shall play or cause to be paid all taxes, assessments and other charges, fines and impositions attributal te to the Property which may a tain a priority over this Mortgage, and leasebold payments or ground sents, if any

5. Herard immuner. On arriver shall keep the improvements now existing or nareafter exected on the Property insured against see by fice, historic oncluded within the term "extended con rage,", and such other historic as Lender may require.

The insurance carrier providing the insurance shell be chosen of Borrower subject to approval by Lander, provided, that such approval shell not be innersonable withhold. All insurance per a mand renewals thereof shall be in a form acceptable to Lenter and shall include a transland mortgage clause in favor of and in a form receptable to Lender. Lender shall imprethe right to bold the pulseies and renewals thereof, subject to the terms of this mortgage, deed of trust or other security agreement with a best which has priority over the Mortgage

In the event of hiss, how was shall give prompt notice to the insurance currier and Lender, Lender may make proof

if has if ind music primpely by Borrower.

If the Property is abundonal by Borrower, or if Borrower fails to respond to Legister within 30 chys from the date rection is numbed by Lender to Harrows r that the insurance carrier offers to settle a claim for insurance hence its, Lender is authorized to collect and apply the moura nee proceeds at Lander's option either to restoration or repair of the Property or to the sums ecure) by the Mortgage

6. Preservation and Mai stetutore of Prope: 33 Leane builds, Conducateissus, Planned Unit Del elupments. Borrower shall keep the Property in good remain and shall not commit waste or permit impairment or determination of the Property and shall comply with the property sections if this Mortgage is or a leasthfold. If this Mort tree is on a unit in a condominium or a planned unit development, florrower shall perform all of florrower's obligations under the confermion or coordinate country or governing the cell historium or planned unit development, the by laws and regulations of the condominium or planned unit development. It is constituent documents.

7. Protection of Landot's Eigensity. If the mover fails to perform the coverants and agreements contained in this his agenc. or if any action or proposaling is aprimensed which materially affects Lender's interest in the Property, their Lender, at Lander's increase including resonable attorneys' form, and rake such action as in recessary to protect Lender's interest.

Any amounts dishursed by Lender pursuant to this paragraph 7, with interest thereon, at the contract rate, shall become achinemal indebtedness of Homer secured by the Mortgage. Unless Borrow rand Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requisting payment thereof. Nothing contained in this paragraph 7 shell require Limber to many expense or take any action hereunder.

etion. Lender n my make or cause to be made reasonable entries open and inspections of the Property provided that Lender shall give Borrower motice prior to any such inspection specifying reasonable cause therefor related by I ender's

interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in currection with any condemnation or rather taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lende: subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over the Miratgage.

10. Barrower Not Refe med; Forte arance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to an successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Bill rower's successes in interest. Lender shall not be required to commence proceedings against such soccessor or refuse to example time for payment or otherwise modify amortization of the same so used by this Martgage by remon of any demand muse by the original Borrower and Borrower's successors in interest. Any furbearance by Landyr in exercising any right or remady herounder, at otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remea;

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11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall had and the rights hereunder shall mure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of coragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co signs this Mortgage, but does not execute the Note, tall is co signing this Mortgage only to mortgage, grant and convex that Borrower's interest in the Property to Lender under the terms of this Mortgage, the is not personally hable on the Note or under this Mortgage, and to agrees that Lender and any other Borrower hereunder may agree to extend, modify, to bear or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Rorower or modifying this Mortgage as to the Borrower's interest in the Property.

12. Notice, fixe pt for any natice required under applicable tave to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property A dress or as such other address as Borrower may designate by notice to Lender as provided herein, and the any notice to Lender shall be given ty certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have

been given to Horrower or Lender when given in the manner designated herein

43. Coveriding Lang Severability. The state and local laws applicable to this Mongage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage of the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costa", "expenses" and factor so if less cachine all sams to the extent not probable to applicable law or limited between

15. Borrower's Caps. Borrower shall be fe-nished a conformed copy of the Note and of this Mortgage at the time

of execution in after to arrigtion bereef

15. Rehabilitation have Agreement, Borrower shall folial all of Borrower's obligations under any home rehabilitation, improvement, repair, or other form agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or delivers valued Borrower may have against parties who supply labor, anatorials or services in connection with improvements

made to the Property

16. Transfer of the Property, if horrower sells or transfers all or any part of the Property or an interest therein, excluding an the creation of a hen or encumbrance subsidinate to this Mortgage, by a transfer by devise, descent, or hy operation of law upon the death of a joint tomant, to the grant of any leasehold intenst of three years or less not containing an option to purchase, this the creation of a junctuage money so unity interest for he is bold appliances. (c) a transfer to a relative resulting from the death of a Borrower, the atransfer where the spanse or children of the Borrower become an owner of the property, the atransfer into an interest resulting from a decree of dissolution of a particle becomes in owner of the property, the atransfer into an intervivent must be which the borrower is and consider a grant which the a not relate to a transfer into an intervivent must be which the borrower is and consider a disposition described in capitations prescribed by the Federal Home Loan Bank Board. Borrower shall cause to be so him ted intuitions and property to evaluate the transferee as if a new boan were being made to the transferee. Become will entitione to be only gated under the Note and this Mortgage unless Lender releases. Borrower in writing

It here for does not agree to such sale or transfer, here for may be lare all of the sums secured by this Mortgage to be immediately due and payable. If herder exercises such option to accelerate, hander shall mail Jornower no see of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a persol of not less than 30 days from the date the stotice is maded or delivered within which Borrower may pay the sums declared due. If thereower fails to pry such sums prior to the expansion of such period, hender may, without further notice or A newdon Borrower, invoke any remedies permitted

by paragraph 17 hereof

NON UNITORM COVEN ANTS. Borrower and Leader further covenant and agree as follows:

17. Acceleration; Remedies. Except as provided in paragraph 16 betwell, while dorrower's irreach of any covenant or agreement of Borrower in this Mortgage, including the covenants to not when do way sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 1/2 excel specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the source is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specific in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial processing, and only it the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to an error in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and breakings. If the breach is not cured on a love the date specified in the notice, Lender, as "ander's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' free and costs of documentary evidence, abstracts and title reports.

18. Burrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach. Borrower shall have the right to have any proceedings begon by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other conceants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing the develop in the Mortgage and the foreign threat in the foreign that not limited to, reasonable attorneys less, and (d) Burrower takes such action as Lender's interest in the Property and Borrower's obligation to may reasonably require to assure that the limit of this Mortgage. Lender's interest in the Property and Borrower's obligation to may the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby stall remain in full force and effect as if no acceleration

had occurred

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof, in abandonment

of the Property, have the right to coffeet and retain such rents as they become due and payable

Upon inceleration under paragraph 7 hereof or abandonment of the Property. Len ler shall be see itted to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rims of the Property and to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's few premiums on receiver's books and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to accept only for those cents actually received.

20. Release. Upon parameter of an sum of an sum of an sum of this Mortgage. Lender shott release this Mortgage without charge to Borrower. Borrower shill pay all costs of recordation, if any.

21. Waiver of Homes load. Borrower has et y waives all right of homestead exemption in the Property under state of Federal law.

IN WITNESS WHEE:EOF, Borrower has executed the Mortgage.

	•	ary Bruh Vetter	Bistrim or
STATE OF ILLINOIS,	fwPage		. •
Cheryl S. Int	orogno	c in and for said county and state, (do hereby certify that
Jeffrey R. Vytanr an	d Mary Both Vette	r. hysbend and wife a	L jaink tanint:
personally known to me (1 b) the	sticks (missonfu) whose name	WARE subscribed to the	locking instrument.
appeared before me this day in re-	rs a, and acknowledged time	L Li he y signed and dislovered to okuntury act, for the uses and purpo	he said instrument as nes therein set for h.
Given under var lane, and off	icus sources 18	day of November	1949
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