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Form MP-8 Revised 8/88

FILE AUDIT

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
1988 SERIES A AND B 275-416-9
MORTGAGE

\$76.00

This instrument was prepared by:
ADRIENNE OROFINO
(Name)
OAK LAWN, IL 60453
(Address)

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034

72-58-587
RE-RECORDED
DK

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THIS MORTGAGE is made this 25TH day of JUNE, 1990,
between the Mortgagor, CHARLES L. SAVILLE, BACHELOR AND JENIFER E. CURTIS, SPINSTER
(herein "Borrower"), and the Mortgagee, THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
an association organized and existing
under the laws of THE UNITED STATES OF AMERICA, whose address is 4242 NORTH HARLEM,
NORRIDGE, ILLINOIS 60634 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED THREE AND NO/100 Dollars, which indebtedness is evidenced by Borrower's note dated JUNE 25, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1, 2020

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

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PARCEL 1: THAT PART OF LOT 4 IN CAMBRIDGE PLACE OF ORLAND PARK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE SOUTH 36.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THE WEST 66.33 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID LOT 4; ALL IN COOK COUNTY, ILLINOIS
PARCEL 2: EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL AFORESAID AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE PLACE OF ORLAND PARK RECORDED APRIL 11, 1990 AS DOCUMENT 90165352 AS AMENDED FROM TIME TO TIME AND AS CREATED BY DEED FROM CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 17, 1989 KNOWN AS TRUST NUMBER 1092622 TO Charles L. Saville AND Jenifer E. Curtis RECORDED 6-26-90 AS DOCUMENT 90303601 FOR INGRESS AND EGRESS.

15.00

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Grantors also hereby grant to the Mortgagee, its Successors or Assigns as Easements appurtenant to the above described Real Estate, the Easements set forth in the Declaration of Covenants, Conditions & Restrictions recorded April 11, 1990 as Document 90165352 as amended from time to time and Grantors make this Conveyance subject to the Easements & Agreements reserved for the benefit of adjoining Parcels in said Declaration, which is incorporated herein by reference thereto for the benefit of the Real Estate above described & adjoining Parcels.

which has the address of 11212 CAMERON PARKWAY ORLAND PARK
(Street) (City)
ILLINOIS 60462 (herein "Property Address");
(State and 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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereof, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property". This mortgage is being re-recorded to correct the legal description.

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PARCEL 1: THAT PART OF LOT 4 IN CAMBRIDGE PLACE OF ORLAND PARK, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE SOUTH 36.00 FEET (AS MEASURED PERPENDICULAR TO THE SOUTH LINE) OF THE WEST 66.33 FEET (AS MEASURED PERPENDICULAR TO THE WEST LINE) OF SAID LOT 4; ALL IN COOK COUNTY, ILLINOIS

PARCEL 2: EASEMENT APPURTENANCE TO AND FOR THE BENEFIT OF PARCEL

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and convey to Lender the following described property located in the County of COOK, State of Illinois:

WHEREAS, Borrower is indebted to Lender in the principal sum of ONE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED THREE AND NO/100 Dollars, which indebtedness is evidenced by Borrowers note dated JUNE 25, 1990 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on JULY 1, 2020

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS an association organized and existing under the laws of THE UNITED STATES OF AMERICA whose address is 4242 NORTH HARLEM, NORRIDGE, ILLINOIS 60634 (herein "Lender")

THIS MORTGAGE is made this 25TH day of JUNE 1990 between the Mortgagee, CHARLES L. SAVILLE, BACHELOR AND JENIFER E. CURTIS, SPINSTER (herein "Borrower"), and the Mortgagee,

This instrument was prepared by:
 ADRIENNE OROFINO (Name)
 OAK LAWN, IL 60453 (Address)
 1990

\$76.00

ILLINOIS HOUSING DEVELOPMENT AUTHORITY
 SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II
 1988 SERIES A AND B
 275-416-9

Form MP-8
 Revised 8/88

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 AUG 02 1990

FILED FOR RECORD
 COOK COUNTY, ILLINOIS
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which has the address of 11212 CAMERON PARKWAY (Street) ORLAND PARK (City) ILLINOIS 60462 (State and Zip Code): (herein "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, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including the improvements, are hereby conveyed to the Mortgagee, and all of the foregoing (for the purpose of this Mortgage) are referred to as the "Property". This mortgage is being recorded in the public records of Cook County, Illinois, and the mortgage is being referred to as the "Mortgage".

Property of Cook County, Illinois

90303601

COOK COUNTY, ILLINOIS
FILED FOR RECORD
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199 SEP -7 10 51 0035298

IN WITNESS WHEREOF, Borrower has executed this Mortgage

[Signature]
CHARLES L. SAVILLE/BACHELOR
[Signature]
JENIFER E. CURTIS/SPINSTER

STATE OF ILLINOIS, Cook County ss

I, the undersigned, a Notary Public in and for said county, do hereby certify that CHARLES L. SAVILLE, BACHELOR AND JENIFER E. CURTIS, SPINSTER

personally known to me to be the same person(s) whose name(s) ARE

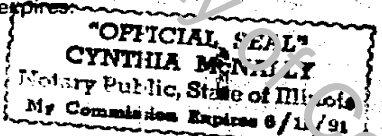
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that

He Y signed and delivered the said instrument as THEIR free and voluntary

act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 25th day of June, 1990

My Commission expires 6-11-91



[Signature]
Cynthia McNelly
Notary Public

BOX 333 - TH

RECORD AND RETURN TO :

THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS
4740 WEST 95TH STREET
OAK LAWN, ILLINOIS 60453

ATTN: ADRIENNE OROPINO

ADDENDUM. The rights and obligations of the parties to this Mortgage and the Note which is secured by the Mortgage are expressly made subject to this Addendum. In the event of any conflict between the provisions of this Addendum and the conditions of the Mortgage or the Note, the provisions of this Addendum shall control. The Borrower agrees that the Lender or its assignee may, at any time without prior notice, accelerate all payments due under the Mortgage and Note and exercise any other remedy allowed by law for breach of the Mortgage or Note if (i) the Borrower fails, rents or fails to occupy the property described in the Mortgage as his or her principal and primary residency; or (ii) the statements made by Borrower in the Buyer's Affidavit (Illinois Housing Development Authority Form MF-5A) are not true, complete or correct, or the Borrower fails to abide by the agreements contained in the Buyer's Affidavit; or (iii) if the Lender or the Illinois Housing Development Authority finds any statement contained in said Affidavit to be untrue.

The Borrower understands that the agreements and statements of fact contained in the Affidavit of Buyer are necessary conditions for the granting of the loan.

NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THE NOTE ON THIS MORTGAGE UNLESS YOU READ AND UNDERSTAND THESE PROVISIONS.

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Lien.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvement, now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installment referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender, to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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20. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

21. **Prize Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

23. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

24. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

25. **Prize Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

26. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

27. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

28. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

29. **Prize Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

30. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

31. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

32. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

33. **Prize Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

34. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

35. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

36. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

37. **Prize Advances.** At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

38. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recording, if any.

39. **Waiver of Homestead.** Borrower hereby waives all right of homestead exemption in the Property.

40. **Assignment of Rights, Agreements or Interests.** Lender in Possession, as additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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