THIS INSTRUMENT WAS PREPARED BY Edward, A. Matuga, Attorney at Law 2121 Mannhelm Road Westchester, Illinois 60154-4391

## JNOFFIG|AE4CO MAIL TO: first federal sayings & Loan

ASSOCIATION OF WELTCHESTER 2121 S. MANNHEIM RD. WESTCHESTER, IL 60154-4391

COOK COUNTY, ILLINOIS FILED FOR RECORD

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# MORTGAGE

THIS MOR GAGE ("Security Instrument") is given on September 24.

19 90 The mortgr por is THOMAS E. O'BRIEN and SALLY T. O'BRIEN, his wife secures to Lender: (a) the repaymen of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all our, sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performanc, or Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does I creby mortgage, grant and convey to Lender the following described property located in \_\_\_\_\_\_\_\_County, Illinois:

LOT 22 IN HIGHLAND ESTATES A SUBLIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. Junit Clottic C

PERMANENT INDEX NUMBER: 16-32-302-001

which h	as the address of	3526 Harvey	Berwyn
		(Street)	[City]
Illinois		.2("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 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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rument, Lender shall release this Security	by this Security Inst	bowers saus lis to	
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les provided in this paragraph 19, including			mder skall he entitled to collect at t net limited to, resconsble attorn
diate payment in full of all sums secured by	may foreclose this S. May foreclose this S.	es, Lender of its option of bus because redital	fore the date specified in the notice of Security Instrument without I
usert in the foreclosure proceeding the non preciosure, it the default is not cured on o	i bas notherstace of	newayon to conclud	intends of a defenit or any other
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nd agree as follows: prior to acceleration following Borrower			NON-UNIFORM COVENANT

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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 resettle 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 No. Teleased; 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 op trate 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 a recessors 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 agrements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) 13.00 signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the term 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.

If the loan secured by this Security Instrument is subject to a law which sets maximum loan 12. Loan Charges. 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 sign already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to take 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.

If enactment or expiration of applicable laws has the effect of 13. Legislation Affecting Lender's Rights. 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 Its' coment and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the sleep specified in the second paragraph of

paragraph 17

14. Notices. Any notice to Borrower provided for in this Security Instrument thati be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The folice 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 notifie to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender wien given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal lay 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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requesting payment.

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

Lender may take action under this paragraph? 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

Instrument, appearing in court, paying reasonable attorneys' iees and entering on the Property to make repairs. Although in the Property Lender's actions may include paying any sums secured by a lien which has priority over this Security

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

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 Property and Lender is necessary to protect the value of the Property and Lender's rights in the Property and Lender's rights 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 Lander's rights of the Property and Lender's rights in the Property and Lender's rights of the Property Lander's rights of the Property and Lender's rights of the Property and Lender's rights of the Property and Lender's rights

fee title shall not merge unless Lender agrees to the merger in writing. change the Property, allow the Property to descriouste of commit waste. If this Security Instrument is on a leasehold, Borrower anall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and

Borrower shall not destroy, damage or substantially 6. Preservation and Maintenance of Property; Leascholds. Instrument immediately prior to the acquisition.

postpone the date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If the payments 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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to princip Lebril not extend or

when the notice is given. the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30 day period will begin

of the Property damaged, if the restoration or repair is economically feasible and Len er's security is not lessened. If the restoration or repair is not economically feasible on Lender's security for not then due, with a veces paid to Borrower. It is some secured by this Security Instrument, whether or not then due, with a veces paid to Borrower. If Borrower abandons the Property, or does not suswer within 30 days a notice from Lender incurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall to applied to restoration or repair

certier and Lender. Lender may make proof of loss if not made promptly by Borr ow r.

All insurance policies and renewals shall be acceptable to Lender as d shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. It Lender, wo area, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices, In the event of loss, Borrower, wall give prompt notice to the insurance

unreasonably withheld. insurance carrier providing the insurance shall be chosen by Borrews, subject to Lender's approval which shall not be

These against loss by fire, increases. Borrower shall keep the har overnents now existing or hereafter erected on the Property insurance. This insurance shall be maintained in the 'or on its and for the periods that Lender requires. The requires insurance. This insurance shall be maintained in the 'or on its and for the periods that Lender requires. The

of the giving of notice. the Property is subject to a lien which may artain priors, over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien of the contract of the actions set forth above within 10 days agreement satisfactory to Lender subordinating the len to this Security Instrument. If Lender determines that any part of

receipts evidencing the payment of the obligation receipts over this Security Instrument unless Borrower: (a)

Borrower shall promptly discha. Any lies which has priority over this Security Instrument unless Borrower: (a)

faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to

prevent the enforcement of the lien or forfeiture (4 Any part of the Property; or (c) secures from the holder of the lien an

prevent the enforcement of the lien or forfeiture (4 Any part of this Security Instrument. If Lender determines that any part of

pay them on time directly to the per set owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If ho, retermines these payments directly, Borrower shall promptly furnish to Lender Borrower shall pay these oblige total in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall

3. Applicates and Sa'es property the moder that to late applicable law provides otherwise, all payments received by Lender under the paragraphs I and Sa'es! 's applicate that, to late charges due under the Mote; third, to amounts pays or an act paragraph S. fourth, to interest due; and least to principal due.

Cargest Lieus. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain pri "ity over this Security Instrument, and leaschold payments or ground rents, it any. Property which may attain pri "ity over this Security Instrument, and leaschold payments or ground rents, it any.

Upon woment in full of all sums secured by this Security Instrument, Lender shall promptly retund to Borrower than immediately pror to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of the mainst the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a crist of the same secured by this Security Instrument.

amount necessary to make up the deficiency in one or more payments as required by Lender. smoant of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

the due dates of the eacrow 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 Borrower on monthly payments of Funds. If the If the sunount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to

this Security Instrument. 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 accurity for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender 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

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. basis of current data and reasonable estimates of future escrow items. one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly may attain priority over this Security Instrument; (d) yearly mortgage insurance premiums; and (d) yearly mortgage insurance premiums; and (d) yearly mortgage insurance premiums; if any. These items are called "escrow items." Lender may estimate the Funds due on the Untrough Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Propayment and Late Changes. Borrower shall promptly pay wiren due the principal of and interest on the debt evidenced by the Mote and any prepayment and late charges due under the Mote.

2. Finels for Taxes and Interest on the debt evidenced by the Mote is a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Mote until the Mote is paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in paid in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in full, a sum ("Funds") equal to Lender on the day monthly payments are due under the Mote in the Lander on the day monthly payments are due under the Mote in the Lander on the lander on the day monthly payments are due under the Mote in the lander of the la

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THIS BI-WEEKLY PAYMENT RIDER is made this 24th day of September , 1<u>9 90</u> \_, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER "Lender") of the same date and covering the property described in the Security Instrument and located at: 3526 Harvey, Berwyn, Illinois 60402-3812 (Property Address) ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows: A. Funds for Taxes and Insurance Uniform Covenant 2 of the Security Agreement is amended to read as follows: Funds for Taxes and Insurance. Subject to the applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day bi-weekly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twenty-sixth of: (a) yearly taxes and assessments which may attain priority over this Security Agreement; (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 eucrow items. The Funds shall be hald in an Institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender / Lander 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 Sorrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Find's showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are plodged as additional security for the sums secured by this Security Instrument. if the amount of the Funds held by Lender, together with the future bi-weekly 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 bi-weekly payments of Funds. If the amount of Funds held by Lender is not sufficient to pay the carrow 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 payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 19 the property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lende: any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument. B) PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES 3. PAYMENTS A) Time and Place of Payments I will pay principal and interest by making payments every two (2) weeks ("Bi-Weekly October 8 19\_90 I will make my bi-weekly payments beginning\_ . I will make these payments every 2 weeks until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My bi-weekly payments will be applied to interest before principal. If on ...ovember 21, 2011 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date". 2121 S. Mannheim Road, Westchester, Illinois 60154 I will make my bi-weekly payments at \_ or at a different place if required by the Note Holder. B) Amount of Bl-Weekly Payments My bi-weekly payment will be in the amount of U.S. \$ 525.81 4. BORROWER'S RIGHT TO PREPAY I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of the principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my bi-weekly payment unless the Note Holder agrees in writing to those changes. 8. BORROWER'S FAILURE TO PAY AS REQUIRED A) Late Charge for Overdue Payments If the Note Holder has not received the full amount of any bi-weekly payment by the end of  $\frac{15}{0}$  calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be  $\frac{5.0}{0}$ % of my overdue bi-weekly payment of principal and interest. I will pay this late charge promptly, but only once on each late payment. B) Default If I do not pay the full amount of my bi-weekly payment on the date it is due, I will be in default. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Bi-Weekly Payment Rider. (Seal) -Borrower (Seal) -Borrower (Seal)

-Borrower

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