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OK-COUNTY-ILLINGIS

190 APR 26 - AM 111-37

90189860

#### 90189860

[Space Above This Line For Recording Data]

1500

\$16.00

## MORTGAGE

THIS M ORTGAGE ("Security Instrument") is given on \_\_\_\_\_APE11\_21.
 19.29. The mortgagor is \_\_\_\_\_LEE E. HOGAN, MARRIED TO DONNA HOGAN.
 YORK STATE BANK / ND TRUST COMPANY ("Borrower"). This Security Instrument is given to \_\_\_\_\_\_, which is organized and existing under the laws of SEAr e. DE. III. Inols. \_\_\_\_\_\_, and whose address is \_\_\_\_\_\_, which is organized and existing \_\_\_\_\_\_\_. S36 South Yark Raag. \_\_\_\_\_\_\_, mhural, Illingis, 60126. ("Lender").
 Borrower owes Lender the principal sum of \_\_\_\_\_\_\_TTY\_\_THOUSAND\_AND\_NO/100-----\_\_\_\_\_\_\_. 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 debi, if not paid earlier, due and payable on ARX, 1, 2005. This debt evidenced by the Note, with Interest, and all renewals, extensions and modifications; (b) the payment of all quor sums, with interest, advanced under paragraph 7 to protect the security Instrument and the Note. For this purpose, Borrower does i creby mortgage, grant and convey to Lender the following described property located in \_\_\_\_\_\_\_008k.

LOT 69 IN PARKVIEW HEIGHTS SUBDIVISION, BEING A SUBDIVISION IN THE NORTH LAST 1 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 12 1978 AS DOCUMENT 24399728, IN COOK COUNTY, ILLINOIS.

P. I. N. #07-36-214-008-0000

90228575

BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

HED FUR PECAND

1990 HAT 17 AH 11+ 16 902285

which has the address of 917 CASS IANE ELK. GROVE VILLAGE
[Street]

TOORTHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appartenances, rents, royaltics, mineral, oll and gas rights and profits, water rights and stock and all figures 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 selsed 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.

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT

Form 3014 12/83 44715 BAF SYSTEMS AND FORMS CHIGARO, IL

uon-UNIFOR COVI NAVES Borrower and Lender further covenant and agree as follows:

before the date specified in the notices. Lender at its option may require immediate paymont in 1011 of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by Judicial proceeding. Lender shall be entitled to ce lect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, Inforce Borrower of the right to reinicate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other diffense of Borrower to acceleration and foreclosure. If the default is not cured on or 19. Acceleration; Remedies, Lender ahall give notice to Borrower prior, to acceleration following, Borrowor's breach of any covenant or ag coment in this Security Instrument (but not prior, to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less (h in 30 dive from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure it is default on or before the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure it is default on or before the date the notice is given to Borrower, by which the default on of the sum and (d) that failure to cure it is default on or before the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure it is default on or before the date the notice is given to Borrower, by which the default on of the sum and (d) that failure to cure it is default on or before the date apecified in the notice may result in acceleration of the sum and (d) that failure to cure it is default on or before the date apecified in the notice may result in the formula of the sum and (d) that failure to cure it is default on or before the specified in the notice may result in the control of the sum and the formet or the date apecified in the notice may result in the formet or the date apecified by fudicial proceeding and the the store proceeding the notice of the formet or the control of the vehicle action and the vehicle action and the vehicle action and the notice of the formet.

the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of manugement of the troperty and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the secured by this Security Instrument. but not limited to, reasonable attorneys' fees and costs of title ovidence. 20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any, time prior to the expiration of any period of redenption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to anter upon, inke possession of and manage the Property and to collect the rents of appointed receiver) shall be entitled to anter upon, inke possession of and manage the Property and to collect the rents of appointed receiver) shall be entitled to anter upon, inke possession of and manage the frequent and to collect the rents of the rents of the receiver shall be entitled to anter upon.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower wilves all right of homestead exemption in the Property.

23, Rivers to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

🗋 Condominium Rider Tabia and ricateulbA [] nobig vilman de 🗌 fles)xod sldasifq. a visit box(es)! this Security to derive the covenants and agreements of each such rider shall be incorporated into and shall amond and supplement the rider(s) were a part of this Security Instrument as if the rider(s) were a part of this Security instrument as if the rider(s) were a part of this Security

Craduated Payment Rider

🛄 Other(s) [speelfy] 💭

🛄 Planned Unit Development Rider

ussoy ([025) BY SIONING BELOW, Barren er accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Operator Or Coof

NUMBER FOR MONTH r.41 Donna Hogan

> 12 Lee.

assand COUNTY OF 195 **TO JIVIS** BTOJTTT

(his, her, their) have executed same, and acknowledged said instrument to be ..... Fight, ..... free and voluntary act and deed and that , Lae, E., Hogan, Ann, Ornan, Paranalis, Mananalis, Baine of the content of the content of the coregoing instrument, before in eine and is in content of the coregoing instrument, before in eine and is in the coregoing instrument. пявен. Апра, ара, оргон, та эр. Motary Public in and for said county and state, do horeby certify that ·'I pauSTSiapun aug

(for she, they way) ...... exacted said instrument for the purposes and uses therein set forth. **ภอนว** 

To yab ..... Witness my hand and official scalt this... 21812 06 TTIDY

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JANE)	Jaccon - Decentre C	PATRICLAL, SEAL PATRICLAL, MARVINAC NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/11/91	niqxX noietimmo) yly
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#### MORTGAGE

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Toolerities. With all the improvements now or hereafter erected on the property, and all casements, rights, appurtenances, regis, royalites, mineral, oll 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."

Choundrances of record. morigage: 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 BORROWER COVENANTS that Borrower is lawfully selsed of the estate hereby conveyed and has the right to

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with This SECURITY INSTRUMENT combines uniform security instrument covering real property.

BMACT CINA BMBTBYB HAB EIT44 Ji ,odading Form 3014 12/83

#### s follo vs: NON-UNIFORM COV

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceluration ander paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, forcelosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shill be applied first to payment of the costs of management, of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21, Release, Upon payment of all sums secured by this Security Instrument. Lender shall release this Security Instrument without charge to Borrower, Borrower shall pay any recordation costs.

22, Walv. of Homestead, Borrower waives all right of homestead exemption in the Property.

23. Riders to his Security Instrument, If one or more riders are executed by Burrower and recorded together with this Security Instrum in the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covernits and agreements of this Security Instrument as if the ritler(s) were a part of this Security Instrument. [Check apr//cp.ble box(cs)]

Condominium Rider 2-4 Family Rider Adjustable Rate P. der. [7] Planned Unit Development Rider Graduated Payment Kider

[] Other(s) [specify]

By SIGNING BELOW, Borrower accents and agrees to the terms and covenan's contained in this Security Instrument and in any rider(s) executed by B orro ver and recorded with it

.(Seal) Ε. Hogan Lec .....(Scal) 1. J. ..... Donna Hogan

Ny Clert's Office

ndgm

Line For Acknow

STATE OF

COUNTY OF

the undersigned before me and is (are) known or proved to me to be the person(s) who, being informed of the con ents of the foregoing instrument, (his, her, their)

(he, she, they)

7			
Witness my hand and	official seal this	Apr11	19 <sup>90</sup>
My Commission Expir	OFFICIAL SEAL PATRICIA MARVINAC NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/11/91	Jatura & Marquer	(SEAL)
	MY COMMISSION EXPIRES 9/11/91	Notary Public	
This Instrument was p	prepared by The manual of the party	•••••	
44271 Mari 7	R. JANSAN TO TOMPY AT LA		
mary 2		~	

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this Security Instrument. shall give to Borrower, without aharge, an annual accounting of the Funds showing credits wid debits to the Funds and the purpose for whileh each debit to the Funds and the purpose for whileh each debit to the Funds was made. The Funds are piedged as additional suburity for the sums secured by requires interest to be paid, Lender shall not be required to pay Borrower any interest or climings on the Funds. Lender The Funds and the funds and the funds of the dependent of the dependent of which are insured or guaranteed by a tederal or at a set of the funds to pay the escrow items. The funds to for held in an institution the dependent or accounts of which are insured to pay the escrow items. Lender may not obtarge for holding and applying the Punds, analyzing the necount of verifying the escrow items, unless Lender may not obtarge for holding and applying the Punds, analyzing the necount or verifying the escrow items, unless Lender may not obtarge for holding and applying the Punds, analyzing the count or verifying the escrow items, unless Lender may agreement interest on the Punds and applicable law permits Lender to make such a charge. Borrower and escrow items, unless to ender may agreement interest on the Punds and applicable law permits Lender to make such a charge. Borrower and the escret and applicable law permits the necessary as the escret and the funds and applicable law permits the necessary as the escret and the funds and applicable law permits the necessary interest on the funds and applicable law permits the necessary in the escret and the escret and applicable law permits the necessary of the escret and the funds of the escret and the funds of the escret and applicable law permits a state that the escret and applicable law permits a state to the escret and applicable law permits a state to the escret and applicable law permits and applicable in the escret and applicable law permits and the escret as the escret and applicable law permits and applicable law permits and applicable law permits and the escret and applicable law permits and applicable law permits and applicable law permits and the escret as a state escret and applicable law permits and applicable law permits and the escret as a state escret as

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amount necessary to make up the deflatency in one or more payments as required by Lender. Upon pryment in full of all sums scened by this Scentity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if under paragraph 19 the Property is sold or acquired by Lender, Londer shall apply, no later than immediately refer to the sale of the Property or its acquisition by Lender, any Punds held by Lender of the time of the fund.

application as a created by applied: first county instrument. 3. Application as a created by the sums secured by this Security Instrument. 3. Application as a created by the secure of a condicion of the properties of the condicion of the properties of the properti

Note: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. 4. Charges: Lions. borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Borrower shall pay these obligations of the manner provided in paragraph 2, or if not paid in that manner. Borrower shall property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations of the manner provided in paragraph 2, or if not paid in that manner. Borrower shall property which may attain priority to the manner provided in paragraph 2, or if not paid in that manner. Borrower shall borrower shall pay these obligations of the manner provided in paragraph 2, or if not paid in that manner. Borrower shall to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender all notices of amounts treechols events events at the manner to be a the second structure of the function of the normany to be paid under the norments.

of the giving of notice. agreentient satisfierory to Lender subordinating the Verto this 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 dentifying the lien, Borrower singles the Intervention of the security Instrument, Lender may give Borrower a notice dentifying the lien, Borrower singles the lien or allower the Security Instrument. Lender may give Borrower a notice dentifying the lien, Borrower singles the lien or allower and or and or one or more of the actions set forth above within 10 days treceipts evidencing the payments, second and which the payments of the obligation courted by the lien which has priority over this Security Instrument unless Borrower: (a) Borrower shall promptly chechar (ce a, y lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation courted by the lien in, logal proceedings which in the Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, logal proceedings which in the Lender; (b) contests in good prevent the enforcement of the iten of forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the iten of forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the iten of forfeiture of any part of the Property; or (c) secures from the holder of the lien an prevent the enforcement of the iten of forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the iten of forfeiture of any part of the Property; or (c) secures from the holder of the lien and prevent the enforcement of the iten of forfeiture of any part of the formation and the secure of the iten of the the lien the lien the lien the lien the lien and the secure of the forfeiture of the lien of the lien the li

unreasonably withheld. 5. Hazard Insurance, Borrower shall keep the in pro-ements now existing or hereafter erected on the Property insured against loss by flee, hazards included within the term extended coverage, and any other hazards for which Lender requires. This insurance shall be maintained in the an owner and for the periods that Lender requires. The insurance shall be maintained in the an owner and for the periods that Lender requires. The insurance shall be chosen by Borrewe subject to Lender's approval which shall not be insurance currier providing the insurance shall be chosen by Borrewe's and for the periods that Lender requires. The insurance shall be chosen by Borrewe's and for the periods that Lender requires. The insurance shall be chosen by Borrewe's and for the periods that be one in the sum of the subject to Lender's approval which shall not be insurance currier providing the insurance shall be chosen by Borrewe's and for the periods that Lender requires. The

All insurance policies and renewnls shall be acceptable to Lender and shall include a standard mortgage clause. Londer shall have the right to hold the policies and renewnls. If Lender riquites, Borrower shall promptly give to Lender all receipts of paid premiums and renewnls of loss if not made promptly by Borrower shall promptly give to Lender carrier and Lender may make proof of loss if not made promptly by Borrower shall promptly give to the insurance Unless Lender and Porrower otherwise agree in writing, insurance proceeds real borrower Unless Lender and Borrower otherwise agree in writing, insurance proceeds real be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened. If the restoration or repair is not economically feasible or Lender's security by out and reader a feasible of transference proceeds shall be restoration or repair is not economically feasible or Lender's security would be lessened. If the restoration or repair is not economically feasible or Lender's security for out a security is not lessened. If the restoration or repair is not economically finatument, whicher or not then due, will any excess paid to Borrower. If applied to the secure of the fourties is the tender's is accounted by a lock of the instance in the security is not restoration or repair is not economically finatument, whicher or not then due, will any excess paid to Borrower. If applied to the secure of the instance or Lender's security would be the secure of the instance in the instance in the secure of the provide of the instance in the instance or the instance of the instance or instance or the instance or the

when the notice is given. Borrower abandons the Property, or does not answer within 30 days a notice from Lender but the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The so-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The so-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The so-day period will begin the Property or to pay sums secured by this Security Instrument, whether or not then due. The so-day period will begin applied to the sume secured by this Security Instrument, whether or not then due, will any excess paid to Borrower. If

Diffess Lender and Borrower otherwise agree in writing, any application of proceeds to principe, shall not extend or proceeds to principe, shall not extend or proceeds to principe, shall not extend or proceeds to the mouthly payments referred to in paragraphs I and 2 or change the amount of the property is negligible to the program of the difference of the mouthly payments referred to in paragraphs I and 2 or change the amount of the property is negligible to the proceeds to the amount of the property is negligible. If the proceeds resulting from damage to the property prior to the acquisition. In the property prior to the acquisition is the property of the amount of the security from damage to the property prior to the acquisition.

tes 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 periorn the 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 and Borrower acquires fee title to the Property, the leasehold and another shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property. In the provisions of the lease, and it Borrower acquires fee title to the Property, the leasehold and another shall comply with the provisions of the lease, and it Borrower acquires fee title to the Property.

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights render's rights in the Property (such as a proceeding in bankruptey, probate, for condemnation or to enforce laws or covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect

in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security in the Property. Lender in the proving and the prover this paragraph?). Lender does not have be a lien which has priority over this Security instrument, appearing in the proving the requires this paragraph?, Lender does not have to do so. Any amounts dispursed by Lender under this paragraph?, Lender does not have to do so. Any amounts dispursed by Lender and Lender agree to do so. Any amounts dispursed by Lender under this paragraph?, Lender does not have to do so. Any amounts dispursed by Lender and Lender agree to other terms of payment, these amounts shall beer interest from the date of dispursement at the states rate, and shall be payable, with interest, upon notice from Lender to Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of dispursement at the states rate, and shall be payable, with interest, upon notice from Lender to Borrower and Lender agree to other terms of payment, these amounts shall beer interest from the date of dispursement at the states rate, and shall be payable, with interest, upon notice from Lender to Borrower and the states of the states of dispursement. requesting payment.

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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 premium's 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.

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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 autiorized 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 Leader and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date c, the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower for Released; Forbearance By Lender Not a Walver. 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 is interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify and release 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 Boy d; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benef i the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and i greements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) i,  $c_i$ -signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the i-ins of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (r) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with i and to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Sc surity 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 such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any such loan started 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 expirition 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 List ament and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the stars 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 attact 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 w) en given as provided in this paragraph.

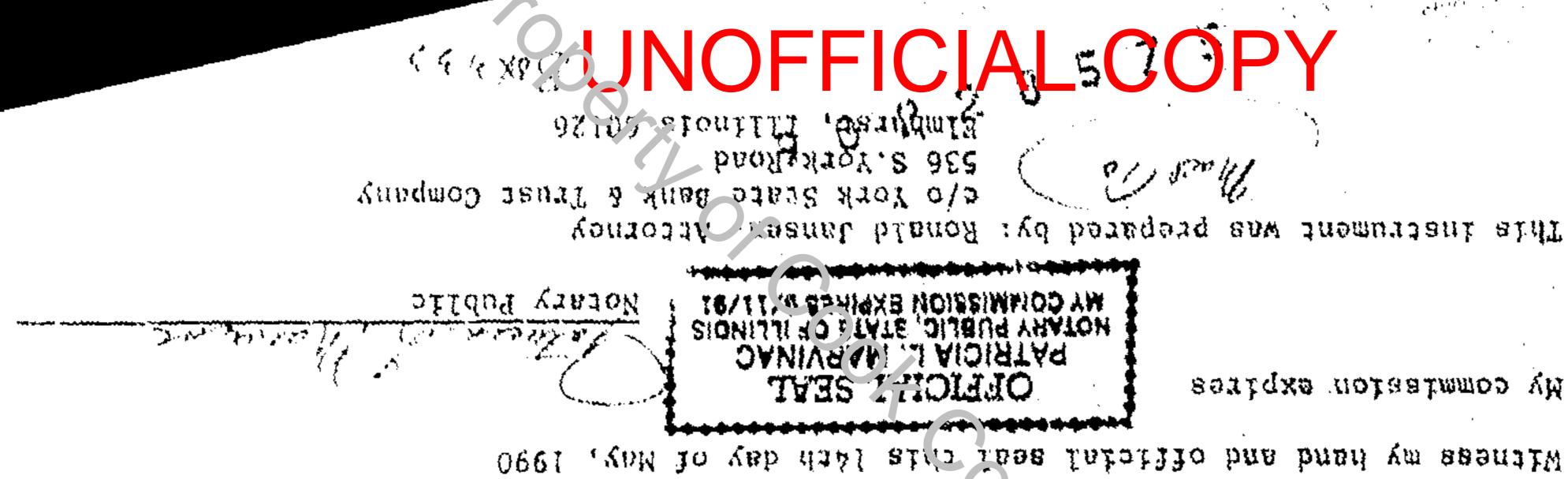
15. Governing Law; Severability. This Security Instrument shall be governed by federal lay, and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Lawrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument on 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. Burrower'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 Properay and Borrower's obligation to pay the sums secured by this Security Instrument shall continue uncharged. 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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therein suc forch. volumeary act and deed and they they executed said instrument for the purposes and uses pue sont there executed wame, and acknowledged said instrument to be their free and surogerol and to me to be the persons who, being informed of the contents of the foregoing certify that Lee E. Actua and Donna Hogan, personally appeared before me and are known I. Patricia L. Marvinge, a Notary Public in and for said county and state, do hereby

SIONULL TO STATE

COUNTY OF DUPACE

Witness my hand and official sear chis lich day of May, 1990

My commission expires

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