

PREPARED BY: LISA CLARY

UNOFFICIAL COPY

RETURN ORIGINAL TO:
CHASE HOME MORTGAGE CORPORATION
4915 INDEPENDENCE PARKWAY
TAMPA, FLORIDA 33634-7540
ATTN: POST CLOSING

COOK COUNTY, ILLINOIS
FILED FOR RECORD

BOX 169

1990 AUG 15 PM 12: 38

90396694

90396694

[Space Above This Line For Recording Data]

4099028

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 14TH 19 90. The mortgagor is TOINETTE M. EUGENE, SINGLE NEVER MARRIED AND THERESA A. NOLLETTE, SINGLE NEVER MARRIED

("Borrower"). This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF DELAWARE, and whose address is 4915 INDEPENDENCE PARKWAY, TAMPA, FLORIDA 33634-7540

15.00
("Lender")

Borrower owes Lender the principal sum of TWO HUNDRED TWELVE THOUSAND AND NO / 100

Dollars U.S. \$ 212,000.00. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2020. This Security Instrument

secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois:

LOT 3 IN BLOCK 2 IN KELLY AND OBRIEN'S SOUTH EVANSTON SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX ID NUMBER OF PARCEL 10-45 205-009

RE: TITLE GUARANTEE ORDER # 383
P&T # C-423676-383

90396694

which has the address of 418 WESLEY AVENUE EVANSTON
[Street] [City]
Illinois 60202 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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.

UNOFFICIAL COPY

PREPARED BY: LISA CLARY

RETURN ORIGINAL TO:
CHASE HOME MORTGAGE CORPORATION
4015 INDEPENDENCE PARKWAY
TAMPA, FLORIDA 33634-1500
ATTN: POST CLOSING

COOK COUNTY ILINKS
PROPERTY RECORDS

003000894

Box 169
1999 AUG 12 PM 02 38

Specify Above This Line For Recording Date

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 11TH 19 00. The mortgagors, TONETTE M. EUGENE, SINGLE NEVER MARRIED AND THERESA A. NOLETTE, SINGLE NEVER MARRIED

("Borrower"). This Security Instrument is given to CHASE HOME MORTGAGE CORPORATION

which is organized and existing under the laws of THE STATE OF FLORIDA

4015 INDEPENDENCE PARKWAY, TAMPA, FLORIDA 33634-1500

Borrower owes under the principal sum of TWO HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$225,000.00)

Dollars (U.S. \$ - \$225,000.00)

dated the same date as this Security Instrument ("Term"), which provides for monthly payments...
paid earlier, due and payable on SEPTEMBER 1, 2020.
secured to lender (a) the payment of the debt evidenced by the term...
modifications; (b) the payment of all other sums and interest...
Security Instrument; and (c) the performance of borrower's...
the Note. For this purpose, Borrower does hereby designate...
to be the holder of this Security Instrument.

located in

COOK
LOT 3 IN BLOCK 27, KELLY AND ORRIS'S 2017 REVESTMENT TRUST, PART OF THE
SOUTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE
SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX ID NUMBER OF PARCEL: 19-25-202-094

RECORDED

EVANSTON
ILLINOIS

118 WESTLY AVENUE
EVANSTON
ILLINOIS

which has the address of

("Property Address")

60502
ILLINOIS
(Zip Code)

TOGETHER WITH all the improvements now or hereafter located on the property, and all...
appearances, rents, royalties, mineral, oil and gas rights and profits, water rights and...
part of the property. All replacements and additions to the improvements...
including is added to in this Security Instrument as the "Property."
Borrower covenants that Borrower is lawfully seized of the property...
mortgage loan and convey the Property and that the Property is...
Borrower warrants and will defend generally the title to the Property...
encumbrances of record.
This Security Instrument contains covenants for national and...
limited jurisdiction to constitute a valid security instrument covering the Property.

RECORDING OFFICE

Property of Cook County Clerk's Office

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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 payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (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 escrow items.

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. 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. A charge assessed by Lender in connection with Borrower's entering into this Security Instrument to pay the cost of an independent tax reporting service shall not be a charge for purposes of the preceding sentence. 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 Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly 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 monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow 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 Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good 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 of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to 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 identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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; 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, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that 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 30-day period will begin when the notice is given.

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 the payments. If under paragraph 19 the Property 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 Instrument immediately prior to the acquisition.

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, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee 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 perform the 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 Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, 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 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 requesting payment.

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LINCOLN GOVERNMENT BORROWER AND LEADER AGREEMENT AND TRUST AGREEMENT

1. Payment of Principal and Interest: Payment of principal and interest on the bonds issued by the Trust shall be made by the Borrower to the Trust on the date specified in the Trust Agreement. The Trust shall have the right to enforce the payment of principal and interest on the bonds issued by the Trust on the date specified in the Trust Agreement. The Trust shall have the right to enforce the payment of principal and interest on the bonds issued by the Trust on the date specified in the Trust Agreement.

2. Funds for Taxes and Insurance: The Borrower shall be responsible for the payment of taxes and insurance on the property held by the Trust. The Borrower shall be responsible for the payment of taxes and insurance on the property held by the Trust. The Borrower shall be responsible for the payment of taxes and insurance on the property held by the Trust.

3. Application of Payments: Payments made by the Borrower to the Trust shall be applied first to the payment of principal and interest on the bonds issued by the Trust. Payments made by the Borrower to the Trust shall be applied first to the payment of principal and interest on the bonds issued by the Trust.

4. Covenants: The Borrower shall be bound by the covenants set forth in the Trust Agreement. The Borrower shall be bound by the covenants set forth in the Trust Agreement. The Borrower shall be bound by the covenants set forth in the Trust Agreement.

5. Taxation: The Trust shall be treated as a trust for tax purposes. The Trust shall be treated as a trust for tax purposes. The Trust shall be treated as a trust for tax purposes.

6. Preservation and Maintenance of Property: The Borrower shall be responsible for the preservation and maintenance of the property held by the Trust. The Borrower shall be responsible for the preservation and maintenance of the property held by the Trust. The Borrower shall be responsible for the preservation and maintenance of the property held by the Trust.

7. Protection of Lender's Rights: The Borrower shall be responsible for the protection of the lender's rights in the property held by the Trust. The Borrower shall be responsible for the protection of the lender's rights in the property held by the Trust. The Borrower shall be responsible for the protection of the lender's rights in the property held by the Trust.

8. Assignment and Substitution: The Borrower shall be responsible for the assignment and substitution of the property held by the Trust. The Borrower shall be responsible for the assignment and substitution of the property held by the Trust. The Borrower shall be responsible for the assignment and substitution of the property held by the Trust.

9. Remedies: The Borrower shall be responsible for the remedies set forth in the Trust Agreement. The Borrower shall be responsible for the remedies set forth in the Trust Agreement. The Borrower shall be responsible for the remedies set forth in the Trust Agreement.

10. Miscellaneous: The Borrower shall be responsible for the miscellaneous provisions set forth in the Trust Agreement. The Borrower shall be responsible for the miscellaneous provisions set forth in the Trust Agreement. The Borrower shall be responsible for the miscellaneous provisions set forth in the Trust Agreement.

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 condemner offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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7. Lender reduced mortgage insurance as a condition of making the loan and shall be entitled to a refund of the premium paid by it. Lender shall pay the premiums required to maintain the insurance in force and shall be entitled to a refund of the premium paid by it.

8. **Assignment.** Lender or its agent may assign or otherwise dispose of all or any part of the loan or any interest therein to any person or entity.

9. **Continuation.** The proceeds of any award or claim for damages shall be paid to the party or parties named in the assignment or other instrument of conveyance in the event of the death of any party named in the assignment or other instrument of conveyance and shall be paid to Lender.

10. In the event of a total taking of the property, the proceeds shall be applied to the loan, and any excess shall be distributed to the party named in the assignment or other instrument of conveyance, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property, Lender and Borrower shall agree in writing the amount to be paid to the party named in the assignment or other instrument of conveyance. The amount of the proceeds multiplied by the following fraction (a) the total amount of the loan as of the date of the taking divided by (b) the fair market value of the property immediately before the taking shall be paid to Borrower.

11. If the property is abandoned by Borrower or if after notice by Lender to Borrower that the abandonment is complete, Borrower fails to respond to Lender within 30 days after the date of the abandonment, Lender is authorized to collect and apply the proceeds of an insurance policy or policies on the property to the sum secured by this Security Instrument, whether or not then due.

12. Lender and Borrower otherwise agree in writing any application of the proceeds of an insurance policy or policies on the property to the sum secured by this Security Instrument, whether or not then due, and the amount of the proceeds of any such application shall be applied to the loan, and any excess shall be distributed to the party named in the assignment or other instrument of conveyance. The amount of the proceeds multiplied by the following fraction (a) the total amount of the loan as of the date of the taking divided by (b) the fair market value of the property immediately before the taking shall be paid to Borrower.

13. **Successors and Assigns Bound.** Joint and Several Liability. Lender and Borrower shall bind and bind the successors and assigns of Lender and Borrower and agree that the successors and assigns of Lender and Borrower shall be bound by the terms and conditions of this Security Instrument, whether or not then due, and the amount of the proceeds of any such application shall be applied to the loan, and any excess shall be distributed to the party named in the assignment or other instrument of conveyance. The amount of the proceeds multiplied by the following fraction (a) the total amount of the loan as of the date of the taking divided by (b) the fair market value of the property immediately before the taking shall be paid to Borrower.

14. **Loan Charges.** If the loan secured by this Security Instrument is a loan for the purchase of a new single-family residence, the interest rate shall be the prime rate as published in the Wall Street Journal Eastern Edition, New York City, New York, plus a margin of one percent. If the loan is not for the purchase of a new single-family residence, the interest rate shall be the prime rate as published in the Wall Street Journal Eastern Edition, New York City, New York, plus a margin of two percent. The interest rate shall be subject to adjustment as provided in this Security Instrument.

15. **Assignment of Lender's Right.** Lender may assign or otherwise dispose of all or any part of the loan or any interest therein to any person or entity. The amount of the proceeds of any award or claim for damages shall be paid to the party or parties named in the assignment or other instrument of conveyance in the event of the death of any party named in the assignment or other instrument of conveyance and shall be paid to Lender.

16. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given to Borrower at the address specified in the assignment or other instrument of conveyance or to the party named in the assignment or other instrument of conveyance. If the party named in the assignment or other instrument of conveyance is a minor, the notice shall be given to the party's legal representative. If the party named in the assignment or other instrument of conveyance is a corporation, partnership, or other entity, the notice shall be given to the entity's principal office or principal place of business.

17. **Governance and Severability.** This Security Instrument shall be governed by the law of the jurisdiction in which the property is located. If the law of the jurisdiction in which the property is located is not applicable law, the law of the jurisdiction in which the property is located shall apply. This Security Instrument shall be governed by the law of the jurisdiction in which the property is located, and the provisions of this Security Instrument shall be enforceable in that jurisdiction.

18. **Borrower's Copy.** Borrower shall be given one additional copy of the Security Instrument. If the Security Instrument is a deed, the deed shall be recorded in the public records of the jurisdiction in which the property is located. If the Security Instrument is a mortgage, the mortgage shall be recorded in the public records of the jurisdiction in which the property is located. If the Security Instrument is a deed or mortgage, the deed or mortgage shall be recorded in the public records of the jurisdiction in which the property is located.

19. **Assignment of Lender's Right to Reinsure.** Lender shall give Borrower notice of assignment of the Security Instrument. Lender shall give Borrower notice of assignment of the Security Instrument within 30 days from the date the notice is delivered or mailed, whether by electronic or physical means. Lender shall give Borrower notice of assignment of the Security Instrument within 30 days from the date the notice is delivered or mailed, whether by electronic or physical means. Lender shall give Borrower notice of assignment of the Security Instrument within 30 days from the date the notice is delivered or mailed, whether by electronic or physical means.

20. **Severability.** If any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall be enforceable. If any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall be enforceable. If any provision of this Security Instrument is held to be unenforceable, the remainder of this Security Instrument shall be enforceable.

Page 1 of 2

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: 4

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 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 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, foreclosure 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 non-existence 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 shall 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. Waiver of Homestead. Borrower waives all rights of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower 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.

Theresa A. Nollette (Seal)
XXXXXX THERESA A. NOLLETTE

Theresa A. Nollette as atty
in fact for Toinette M. Eugene
(Seal)
-Borrower

XXXXXX THERESA A. NOLLETTE AS ATTORNEY IN FACT
FOR TOINETTE M. EUGENE
(Seal)
-Borrower

(Seal)
-Borrower

(Space Below This Line For Acknowledgment)

STATE OF ILLINOIS, Cook County ss:

I, the undersigned

, a Notary Public in and for said county and state,

do hereby certify that TOINETTE M. EUGENE, ~~SINGLE NEVER MARRIED~~ AND THERESA A. NOLLETTE, SINGLE NEVER MARRIED

, 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 THEY

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 14 day of AUGUST, 19 90.

My Commission expires: 1-21-91

Cindy M. Skirnich
Notary Public



19. Acceleration. Borrower shall give notice to Lender of any event of default or breach of any covenant or agreement in this Security Instrument... Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Security Instrument...

20. Lender in Possession. Upon acceleration under paragraph 19 or default under paragraph 18, Lender may enter upon the premises... Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Security Instrument...

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall pay any reasonable costs of release... Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Security Instrument...

22. Waiver of Homestead. Borrower waives all rights of homestead... Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Security Instrument...

23. Waiver to this Security Instrument. If one or more items are secured by this Security Instrument, the borrower agrees to waive all rights of homestead... Lender shall be entitled to collect all expenses incurred in pursuing the remedy provided in this Security Instrument...

- Adjustable Rate Rider
 Combined Payment Rider
 Other(s) (specify)
 Planned Unit Development Rider
 Condominium Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

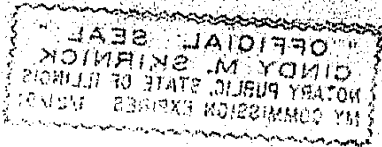
Signature lines for Borrower and Lender.

[Space Blank This Line For Acknowledgment]

STATE OF ILLINOIS
COUNTY OF COOK
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that...

personally known to me to be the said person(s) who executed the foregoing instrument appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as THEIR true and voluntary act for the uses and purposes therein expressed to the foregoing instrument appeared before me this day in person, and acknowledged that...

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