

# UNOFFICIAL COPY

91524163

PREPARED BY AND MAIL TO:

LOAN # 3106039

MIDWEST MORTGAGE SERVICES, INC.  
1901 SOUTH MEYERS ROAD, SUITE 300  
OAKBROOK TERRACE, IL 60181

91524163

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **SEPTEMBER 24th, 1991**. The mortgagor is

HANS G. THILENIUS and  
HOYRA A. THILENIUS, HUSBAND and WIFE

("Borrower"). This Security Instrument is given to  
**HYDE PARK BANK AND TRUST COMPANY**

DEPT-01 RECORDING \$19.29  
T\$6666 TRAN 6534 10/08/91 10:18:00  
F6316 \*-91-524-163  
COOK COUNTY RECORDER

which is organized and existing under the laws of  
address is **1525 E. 53RD STREET**  
**CHICAGO, IL 60615**  
**TWO HUNDRED THREE THOUSAND & 00/100**

THE STATE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 203,000.00).

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 **OCTOBER 1, 2021**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (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

TAX ID #: 17-06-414-023  
COOK County, Illinois:  
LOT 26 IN LANCASTER'S RESUBDIVISION OF THE EAST 1/2 OF BLOCK 3  
IN COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF  
SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

91524163

which has the address of **1003 N. WINCHESTER AVENUE** **CHICAGO**

**Illinois** **60622** ("Property Address");

[Zip Code]

[Street, City]

**ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**

**4R(IL) (8101) 3106039**

VMP MORTGAGE FORMS • (312)293-8100 • (800)821-7291

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Form 3014 9/90

Initials:

*MAJ*

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Form 301a 9/90  
-6R(1L) (8101)

of the actions set forth above within 10 days of the giving of notice. Security Instruments, Lender may give Borrower a notice terminating the loan. Borrower shall satisfy the lien or take one or more steps to enforce payment of the loan, or (c) secure from the holder of the Property is subject to a lien which may attach priority over this Security Instrument if Lender deems it necessary to do so. Lender shall subordinating the lien to enforcement of the loan, or (d) legal proceedings which in the Lender's opinion operate to prevent the by, or defers against enforcement of the loan, in a manner acceptable to Lender, (e) commutes in good faith the loan writing to the payee of the payment discharge any lien which has priority over this Security instrument unless Borrower shall promptly discharge any lien which recovers evidence of the payments.

Borrower makes payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If person owed payment Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly to the which may attach priority over this Security instrument, and leasehold payments rents, if any, Borrower shall pay these which may attach priority over this Security instrument otherwise, all payments received by Lender under paragraphs 2,

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property third, to interest due, fourth, to principal due, and last, to any late charges due under the Note.

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

Security Instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit; (g), if to the acquisition or sale of the property, (h), under paragraph 2, Lender shall acquire or sell the Property, Lender, if or to the acquisition or sale of the held by Lender, (i), under paragraph 2, Lender shall acquire or sell the Property, Lender, if or to the acquisition or sale of the Funds upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds monthly payments, as Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted to be held by law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender is not sufficient to pay the Escrow items, unless Lender's sole discretion to make up the deficiency in no more than twelve months, the Funds are pledged as additional security for all sums secured by this Security instrument to Lender the amount necessary to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay the sufficient to pay the Escrow items which are provided otherwise. Lender shall give to Borrower, without charge, an excess of the Funds held by Lender to be paid, Lender shall not be required to pay credits or earnings on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an excess of the Funds held by Lender to be paid, Lender shall not be required to pay credits or earnings on the Funds, Borrower and Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires, Lender may require Borrower to pay a fee charge for an independent real estate tax reporting service used by the Escrow items, unless Lender pays Borrower the amount of the Funds and applicable law permits Lender to make such a charge. However, unless Lender may not charge Borrower for holding and applying the Funds, annually arranging the escrow account, or verifying items, Lender may not charge Borrower for holding and applying the Funds, annually arranging the escrow account, or verifying items, Lender is such an institution as to pay the Funds to pay the Escrow items to Lender, or entity (including The Funds shall be held in an escrow, whose deposits are insured by a federal agency, instrumentality, or entity, according to the terms of the Note, and any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow items, Lender, if Lender is such an institution as to pay the Funds to pay the Escrow items to Lender, or entity, according to the terms of the Note, and any Federal Home Loan Bank, Lender shall collect and hold Funds in an amount not to exceed the maximum amount a Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount of Funds as, on the basis of current data and reasonable estimates of expenditures of future Escrow items or other items in accordance with applicable law.

2. Funds for Taxes and Insurance. Subj ect to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Principal and Interest; Prepayments and Late Charges. Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT combines several instruments covering real property.

variations by joint declaration to constitute a uniform security instrument covering real property.

grants and conveys the Property is unencumbered, except for circumstances of record. Borrower warrants and will defend generally the title to the Property in accordance with all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage all

All of the foregoing is referred to in this Security instrument as the "Property". All improvements and additions shall also be covered by this Security instrument.

TOGETHER WITH all the improvements now or hereafter created on the property, and all easements, appurtenances, and

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**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**  
Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

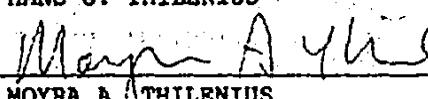
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

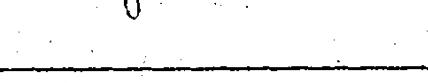
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

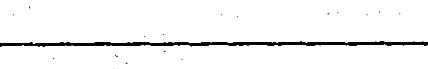
**I. CROSS-DEFAULT PROVISION** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

  
HANS G. THILENIUS  
(Seal)  
-Borrower

  
MOYRA A. THILENIUS  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

  
(Seal)  
-Borrower

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## 1-4 FAMILY RIDER Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 24th day of SEPTEMBER 1991, 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

HYDE PARK BANK AND TRUST COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

1003 N. WINCHESTER AVENUE, CHICAGO, ILLINOIS 60622

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, range, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings, now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

MULTISTATE 1-4 FAMILY RIDER -Fannie Mae/Freddie Mac Uniform Instrument

Form 3170 9/90

-57 (S103)

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Initials: HAT

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. 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.

**10. 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 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.

**11. 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.

**12. 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.

**13. 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.

**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.

8. Mortgagage Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this Security instrument, Borrower shall pay the premiums required to maintain the mortgagage insurance in effect. For any reason, the mortgagage insurance company or carrier may terminate the coverage required by Lender. In such event, all premium payments made by Borrower shall be paid by Borrower to Lender. Lender will accept no less than one-twelfth of the yearly mortgagage insurance premium being paid by Borrower which the insurance coverage lapses or ceases to be in effect. Lender will accept no less than one-twelfth of the yearly mortgagage insurance premium being paid by Borrower which the insurance coverage lapses or ceases to be in effect. As a result of mortgagage insurance, Lender will accept no less than one-twelfth of the yearly mortgagage insurance coverage which is not available. Borrower shall pay to Lender each month a sum equal to substantially equivalent monthly mortgagage insurance coverage in effect, from an alternate mortgagage insurer approved by Lender. If cost to Borrower of the mortgagage insurance previously in effect, from an alternate mortgagage insurer approved by Lender, will cause coverage subsequently equivalent to the mortgagage insurance previously in effect, at a cost substantially equivalent to the original coverage subsequently equivalent to the mortgagage insurance previously in effect, in effect, or if Lender requires a different mortgagage insurance company or carrier, Borrower shall pay the premiums required to maintain the coverage required by Lender. In such event, all premium payments made by Borrower shall be paid by Borrower to Lender. Lender will accept no less than one-twelfth of the yearly mortgagage premium being paid by Borrower which the insurance coverage lapses or ceases to be in effect. As a result of mortgagage insurance, Lender will accept no less than one-twelfth of the yearly mortgagage premium being paid by Borrower which the insurance coverage lapses or ceases to be in effect. Lender will accept no less than one-twelfth of the yearly mortgagage premium being paid by Borrower which the insurance coverage lapses or ceases to be in effect.

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 disbbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Protection of Lender's Rights in the Property. 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, probable, for confirmation of foreclosure laws or reorganization), then Lender may do and pay attorney fees and costs incurred by a lien which has priority over this Security Instrument, preparing, paying any sums secured by a lien which has priority over this Security Instrument, applying for, collecting, paying attorney fees and costs incurred by a lien which has priority over this Security Instrument under this Paragraph 7, Lender

Unless Lessee or Borrower otherwise agrees in writing, any application of proceeds to principal shall not exceed the amount necessary to pay interest prior to the acquisition.

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 lessened, the insurance proceeds shall be applied to Lender's security or the restoration or repair of the property in such amounts as Lender may determine.

All insurance policies and renewals shall be receivable 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 the insurance carrier and Lender premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender and make payment of less if so made reasonably by Borrower.

**5. Hazard or Property Insurance.** Borrower shall keep the Impairment Items now existing or hereafter created on the Property insured against loss by fire, hazards included within the term "extinguished coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

Boatowner wavers all right of homestead exemption in life property.

without charge to Rotowear. Rotowear shall pay any reconditioning costs.

22. Releasee. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument.

21. 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 paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action(s) intended to cure the default; and (c) a date not less than 30 days from the date the notice is given to Borrower, by which time 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 repossess 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 21, including, but not limited to reasonable attorney fees and costs of suit.

**NON-UNIFORM COVARIANTS.** Botwonec and Landé further covariant and argue as follows:

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the state jurisdiction where the property is located that control the disposal of solid wastes or asbestos or formaldehyde, and radioactive materials.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the Property and any Hazardous Substance or any other remedial actions in accordance with Environmental Law.

20. **Hazardous Substances**. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the Practice, or storage or use of normal residential uses and to maintenance of the Property.

19. Sale of Note. Changes of Loan Service. The Note or a partial interest in the Note (logbooker with this Security instrument) may be sold, or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer. If there is a change of the Note, all of the terms and conditions of the Note will be changed to those of the new Note. The new Note will contain any other address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other address of the new Note.

18. Borrower's Right to Resistate. If Borrower meets certain conditions, Borrower shall have the right to have injunction or other legal action instituted to restrain or enjoin Borrower from any act or omission which would violate the terms of this Security Agreement or any other agreement between the parties.

19. Borrower's Right to Resistate. If Borrower meets certain conditions, Borrower shall have the right to have injunction or other legal action instituted to restrain or enjoin Borrower from any act or omission which would violate the terms of this Security Agreement or any other agreement between the parties.

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 accrued 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.

Scalability instruments such as sharding and horizontal scaling are also being explored.

16 Biotower® Co., Biotower shall be given one conforming copy of the Note and of this Security Instrument.

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24. 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))

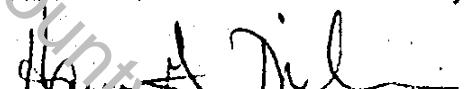
- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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.

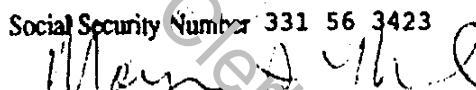
Witnesses:

 (Seal) \_\_\_\_\_ -Borrower

HANS C. THILENIUS

Social Security Number 331 56 3423

-Borrower

 (Seal) \_\_\_\_\_ -Borrower

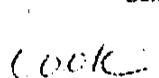
MOYRA A. THILENIUS

Social Security Number 347 46 0513

-Borrower

Social Security Number

STATE OF ILLINOIS,



(Seal)

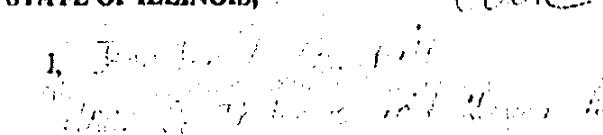
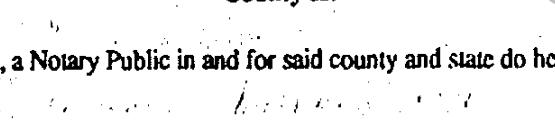
-Borrower

Social Security Number

County ss:

(Seal)

-Borrower

I,  , a Notary Public in and for said county and state do hereby certify that  personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this

day of

My Commission Expires:

This Instrument was prepared by:

JENNIFER DEMIRO

REC'D AND RETURN TO:

MIDWEST MORTGAGE SERVICES, INC.

1901 SOUTH MEYERS ROAD, SUITE 300

OAKBROOK TERRACE, IL 60181

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