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	MORTGAGE	519620-3	
**.		,	
THIS MORTGAGE ("Security Instrum	ent") is given on NOV	ENBER 1218	
991. The mortgagor is WILFRED R.	JANNUSCH, A BACH	ELOR	* 1
	14-		
		Pon	rower").
nis Security instrument is given to so	URCE ONE WORTGAGE		ower ).
hich is organized and existing under th	elaws of DELAWARE		
dwinseadd ses 27555 FARN		INGTON HILLS, HI 48334-3	357
		CLen	der").
errower owes Lend's the principal sum	OF MINETY SIX THOUS	NO FIVE HUNDRED AND NOVIO	· · · · · · · · · · · · · · · · · · ·
		Dollars (U.S. \$ 96,500.00	).
nis debt is evidenced by "scrrower's not	te dated the same date as th		•
ovides for monthly payments, with the	full debt, if not paid earlier, o	ue and payable on	
EC: -BER 151, 2021.		*1579 UM.	
his Security Instrument secures to Land	ler: (a) the repayment of the	debt evidenced by the Note, with interes	st,
nd all renewals, extensions and modific	ations of the Note: (h) the na	vment of all other sums, with interest.	
TO BE TELEMENS, EXCELSIONS BILL IT NOTICE	mons of the roce, (o) the pe	tyllione or our outer some, with an area	
dvanced under paragraph 7 to prote/ (1	e security of this Security II	strument; and (c) the performance of	
corrower's covenants and agreemen s u	rider this Security Instrumen	t and the Note. For this purpose, Borrov	ver
loes hereby mortgage, grant and conve	no Lender the following des	cribed property located in	
OOK		County, Illinois:	
QT SEVENTY FOUR (74) IN THE	PLAT OF RESUBBIVISION	NUMBER FOUR (4) FOR A	
ORTION OF WINSTON GROVE SECT			
1/4) OF SECTION TWENTY SIX (	26). COMMONIE FORTY C	NE (41) NORTH, RANGE TEN	
10), EAST OF THE THIRD PRINC			
CTOBER 3. 1985 AS DOCUMENT N	UNBER 85238245; IN CO	OK COUNTY, DELINOIS	
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7-26-403-068 VOL. 187			5
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		ELV CDOVE	
HIGH HAS THE BOOK ESS OF SAA A F. B. B.	ERRY DRIVE	ELK GROVE	•

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtmances, and fotures 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." SCRROWER 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 mon-uniform covenants.

("Property Address");

with the med variations by jurisdiction to constitute a uniform security instrument covering real property.

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 one the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as allen on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fleu of the

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ahali pay the premiums required to maintain mongage insurance in effect, or to provide a loss reserve, unti insurance ends in accordance with any written agreement between Borrower and Lander or applicable law. egaguous sot memanupas est strip, avi lieu of mortgage insurance. Loss isserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage, fin the and is obtained. Borrows and for the period that Lender requires) provided by an insurar approved by Lender again becomes available and is obtained. Borrows ie, Borrower shell pay to Lender each month a sum equal to one-tweltin bit the yearly montpage insurance premium being paid in when the insurance coverage lepead or ceased to be in effect. Lender will accept, use and retain these payments as a loss or Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance coverage is not available, Borrower shall pay to Lander each month a sum equal to one-cuelith of the yearly mortgage insurance premium being beind by available, Borrower shall pay to Lander each month a sum equal to one-cuelith of the yearly mortgage insurance premium being beind by er it Lander required mongage insurance as a condition of malding the loan secured by this Security instrument,

Unless Borrower and Lender agree to other terms of payment, these amounts shall beer interestable, with interest, upon notice from Lender to Borrower requesting payment. Unless Borrows and Lender agree or protect bins reworned saelful ets: stoff off is memeriudals to etab off montages

has priority over this Security Instrument, appearing in court, paying reasonable attorneys fees and entering on the Property to make repeirs. Afthough Lender may take action under this paragraph 7, Lender descence additional debt of Borrower secured by this Security Instrument.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. protect the value of the Property and Lender's rights in the Property. Lender's actions in the Property (such as a proceeding in the Property (such as a proceeding in the Property (such sand pay for whatever is necessary benierupty, problem, for condemication or forfeiture or to enforce laws or requisions, then Lender may do and pay for whatever is necessary benievely and Lender's actions in the Property (such as a proceeding in which not cereter's filgible in the Frommer's it Domover talk to perform the coverants and agreements on calmed in this

application process, gave materially tales or inscrusies information or statements to Lender (or tailed to provide Lent at with any material information) in connection with the loan evidenced by the 30se, including, but not limited to, representations concerning Borower's occupancy of the Property as a principal residence. If this Security Institutions is to a seashold, Borower shall comply with all it, e provisions of the lease. If Borower and the feet the state of the interest to the interest of the interest to the state of the st usily take or ineccurate information or statements to Lender (or falled to provide Len's with any meterial interest. Borrower may cure such a defeath and reinsteas, as provided in paragraph 18, by causing the actic no coeding to be dismissed with a utiling that, in Lender's good faith determination, precludes forlettine of the Borrower shall also be in default if Borrower material imperiment of Lender's security instrument or Lender's security in Lender's security instrument or Lender's security in Lender's security in Lender's security instrument or Lender's security in Lender's security in Lender's security in Lender's security in Lender's shall continue to occupy the Property as Bombwei's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless entenuating, romanismoss exist which are beyond Borrower's control. Borrower shall be in destroy, demage or impair the Property to if shy lorate, or commit waste on the Property to if shy forteiture action or impair the Property to it is Lander's good faith Judg.ment could nearlt in forteiture of the Property or otherwise masseding, whather died or criminal, blood in Lander's good faith Judg.ment could nearlt in forteiture of the Property or otherwise masseding, whather the Inc. Could nearlt in forteiture of the Property or otherwise masseding, whather the Could nearlt in forteiture of the Property or otherwise masseding, whather the Could nearlt in forteiture of the Property or otherwise masseding, whather the Property or otherwise massed in the Could nearly in forteiture of the Property or otherwise massed in the Could nearly in forteiture of the Property or otherwise massed in the Property to it in Lander's bond faith occupy, establish, and use the Property as Borrows's principal residence within sixty days att a precuitor of this Security instrument and lists records Borrowy (\*\* can Application; Leaseholds, Borrower shall

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COUNTRY THE PORCE IS GIVEN. store the Property or to pay suring secured by this Sec. of A. I rationnent, whether or not then due. The 30-day period will proceeds to repair or reconto come transfer shar she contract contract of contract in the contract may contract the insurance contract e sesened, the in uran a proceeds shall be applied to the sums secured by this Security as paid to Borrows. « Borrows abandons the Property, or does not answer within 30 days a INSTITUTIONS, WINDERSON OF FIGURES WITH BITH GIVE economically feedble or Lander's security would be le a Lender and Somewar otherwise agree in writing, insu-an-a-copea shall be applied to restoration or repair is not for second, if the restoration or repair is not from the Propenty.

boundity by Borro notices. In the event of loss, Borrower shall give prompt notice to 'he insurance carrier and Lender. Lender mak male proof of loss it not made of sonsweri IIA. and a recept to a condition of the lander and tender and tender of paid paid piece of paid praveral have the

A richard may make a richard and a richard a 3. Hezard or Property Incurance... Car Juer shall leap the improvements now existing or hereafter erected on the Property incurance and the periods of the incurance of incurance of the incurance of the incurance of the incurance of incurance of the incurance of the incurance of the incurance of incurance of the incurance of the incurance of the incurance of incurance of the inc

ialy the fient or take one or my ye of the solitons set forth above within 10 days of the giving of holice. Bernower areal growns: (a) agrees in writing to priority over this Security instrument unless Borrower: (a) agrees in writing to the Bernower: (a) agrees in writing to the Delignation secured by or defends against an opposite to the interpret of the ordination of the ordination of the ordination of the enforcement of the lien; or of the lien; or of the final int, legal policy to Lender authorized opinion of the lien; or openion of the lien; or of the lien; or openion of the lien; or of the

shall promptly furnish to L vices receipts andercoing the payer At Charges, \*\*A. Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority ov. \*\*A. Borrower shall pay these obligations in the may. Borrower shall pay these obligations in the person owed payment. Borrower shall promptly furnish C. t. ands. at notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower makes C. t. ands. attended or amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower makes C. t. ands. at notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower makes to the payments of the payme ments, charges, lines and impositions attributable to the Property which erges, \*\* A. Borrower shall pay all tax

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lander under paragraphs 1 and 2 shall be (40 ed.: first, to any prepayments charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to p.i. .c.p./l due; and last, to any last charges due under the Note;

don or sale as a credit against the sums secured by this Security Instrument. Funds held by Lender at the time of acqui Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any Funds hold by Lender, it, under paragraph 21, Lender shall acquire or sell the Property, Lender, paragraph 21, Lender shall acquire or sell the Property, Lender, paragraph 21, Lender shall acquire or sell the Property, Lender, paragraph 21, Lender shall acquire or sell the Property, Lender, It, under paragraph 21, Lender shall acquire or sell the Property, Lender, It, under paragraph 21, Lender shall acquire or sell the Property Lender, It, under paragraph 21, Lender shall acquire or sell the Property Lender, It, under paragraph 21, Lender shall acquire or sell the Property Lender, It, under paragraph 21, Lender shall acquire or sell the Property Lender, It, under paragraph 21, Lender shall acquire or sell the Property Lender, It is a sell than 100 to 100 to

Escrow thems when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency, Borrower shall make up the deficiency in no more than twelve monthly payments, at Lander's sole discretion.

otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lendershall not be required to pay Borower any interest an agreement is made or applicable law requires interest to be required to pay Borower any interest or earnings on the Funds. Borower and Lendershall however, that interest shall not be purpose for which agive to Borower, that interest shall be purpose for which each debit to the Funds are piedged as additional accurity for all sums secured by this Security Institutions. In the Funds are piedged as additional accurity for all sums secured by this Security Institutions. If the Funds are piedged as additional accurity for all sums secured by this Security Institution. In the Funds are piedged as additional accurity for all sums secured by this Security Institution. In the Funds are piedged as additional accurity for all sums secured by Lands account to Borower for the account to pay the Funds and in accordance are any time in the Funds and authority and sufficient to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to pay the Eards and any additional and any account to any additional and any account to a pay the Eards and any additional and any account to a pay the Eards and a factor and any account to a pay the Eards and a factor and any account any account any account to a pay any account porting service used by Lender in connection with this loan, unless applicable law provides one-time charge foran independent real se Borrower interest on the Funds and applicable law permits Lander to make such a charge. However, Lander may require Borrower to pay a charge Borrower for holding the Eacrow frames, unless Lander pays. Escrow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are ineured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender is such an pay the Escrow fame. Lender may not

payment of mortgage insurance premiums. These thems are called 'Escrow flems.' Lender may, at any time, collect and hold Funds in an amount of the meatinum amount is lender for a feed of the meatinum amount is lender for the feed from time, to time, 12 U.S.C.§3301 et seq. ('RESPA'), unless another law that applies to the Funds ests a feed for the feed from time collect and hold Funds in an amount not to exceed the less amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the less amount. Lender may estimate the sequence of expenditures of future.

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- 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 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 as Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of zaldno, uni 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 Lander 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

Then our Unles Index 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.

- arance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured the this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the ability of the coor at 8 mower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in merest or misse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by eason of any remand ments by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or emedy shall not be a series of or preclude the exercise of any right or remedy.
- 12. Successors and usigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security enstrument or 15 bind and the provisions of paragraph 17. Borrower's revenants are agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is in-signing it security instrument where mortgage, grant and convey that Borrower's interest in the Property ander the terms of this Security instrument; it is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrowerma. ...gree to extend, modify, for bear or make any accommodations with regard to the terms of this Security Instrument or the Note without that is rower's consent.
- 13. Lo: Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law s finally intermeted so that the interest or on. I have charges collected or to be collected in connection with the loan exceed the permitted mits, then: to any such loan charge shall be reduce the amount necessary to reduce the charge to the permitted limit; and (b) any sums er which exceeded purmit ed limits will be refunded to Borrower. Lender may choose to make this refund by noisel owed under the Note or by nisking a direct payment to Borrower. If a refund reduces principle the reduction will be -aucing thal prepayment without any prepaymer (c) arge under the Note. eated as -
- es. Any notice to Borrower provided to in mis Security Instrument shall be given by delivering it or by mailing it by first is applicable law requires use of another mixth of. The notice shall be directed to the Property Address or any other address. 14:5 ⊐ass mail u corrower de mates by notice to Lender. Any notice to Lender, wall 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 unlies given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument aball he governed by federal law and the law of the jurisdiction in which the Property—located, in the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall of affect other provisions of this Security Instrument or the lock which can be given effect without the conflicting provision. To mis end the provisions of this Security Instrument and the Note are declared to be severable.
  - 16. Bo rewer'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 c, a by part of the Property or any interest in it 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 no reised by Lander it exercise is prohibited by federal law as of the date of his Socurity Instrument.

  It has no reserving this option, hander 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 sum: \*\*Socurity Instrument. If Borrower must pay all sum: \*\*Socurity Instrument. If Borrower must pay all sum: \*\*Socurity Instrument.\*\* If Borrower must pay all sum: \*\*Society Instrument.\*\* In Borrower must pay all sum: \*\*Society Instr rails to pay these sums prior to the expiration of this period, Lander may Invoke any remedies be nitted by this Security Instrument without further notice - demand on Borro
- 18. Berower's Right to Reinste If Borrower meets certain conditions, Borrower shall have an right to have enforcement of this curity instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period at applicative law may specify for instatement. Letter sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment ording this Lectury Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then we circle the due under this Security Instrument. einstatemec: enforcing this instrument 5. ... the Note as if no acceleration had occurred; (b) cures any default of any other covenants or a premium ents; (c) pays all expanses incurred in enforcing this Security instrument, including, but not limited to, reasonable attorneys' fees; and (d. take a puch action as Lender may reasonably in the respective that the Ben of this Security Instrument, Lender's rights in the Property and Borrower's objection to pay the sums secured by the 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 reply in the case of eration under paragraph 17
- 19. S. of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security list iment) may be \* times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects onts due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to sold one or . sale of the time. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should re made. The notice will also contain any other information required by applicable law.
- cer. Borower shall not cause or permit the presence, use, disposal, storage; or release of any Ha

20. H. Andous Substances. Borrower shall not cause on permit the presence, use, disposal, storage, or release of any Hazardous substances or or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is invitation of any Environment. Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of sizardous Sunstances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall premptly give Earther written notice of any Investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual snowledge. Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any nazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with

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 is of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in title 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 required to cure the default; (c) a date, not less than 30 days from the date the motice is given to Borrower; by which the default must be cured; and (d) that failure to cure the default on or before the date

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Notary Public, State of Illinois

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