

917370 Cook Co

PREPARED BY: **UNOFFICIAL COPY**
BRIAN HELLGETH
ARLINGTON HEIGHTS, IL 60005 91646676

RECORD AND RETURN TO:

BRIAN FINANCIAL SERVICES, INC.
2045 S. ARLINGTON HEIGHTS RD.-STE.103
ARLINGTON HEIGHTS, ILLINOIS 60005

[Space Above This Line For Recording Data]

MORTGAGE

281-0232

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 27, 1991**. The mortgagor is
MICHAEL C. KUEHN
AND CATHERINE A. KUEHN, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
BRIAN FINANCIAL SERVICES, INC.

91646676

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose
address is **2045 S. ARLINGTON HEIGHTS RD.-STE.103**
ARLINGTON HEIGHTS, ILLINOIS 60005 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED FORTY THOUSAND
AND 00/100 Dollars (U.S. \$ **140,000.00**).

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 **JANUARY 1, 2007**.

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 **COOK** County, Illinois:

LOT 7 IN PLUM GROVE COUNTRYSIDE UNIT NUMBER 1, BEING A SUBDIVISION OF
PART OF SECTION 26, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JULY 19, 1961, AS DOCUMENT 18222555, IN COOK COUNTY, ILLINOIS.

91646676

02-26-109-017

which has the address of **4360 LINCOLN COURT, ROLLING MEADOWS** Street, City,
Illinois **60008** ("Property Address"); Zip Code

1750

Form 2014 91646676

10 days of the giving of notice.

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) consents in good faith the lien to be subordinated to Lender; (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to satisfy the lien within 10 days of the giving of notice.

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) consents in good faith the lien to be subordinated to Lender; (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to satisfy the lien within 10 days of the giving of notice.

Unless applicable law provides otherwise, all payments received by Lender under paragraphs 4 and 5 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; and third, to principal due; and last, to any late charges due under the Note.

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) consents in good faith the lien to be subordinated to Lender; (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over the Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more steps to satisfy the lien within 10 days of the giving of notice.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Borrower's debt. Lender may not charge Borrower for holding or applying the Funds, annually analyzing the escrow account, or verifying the Borrower's items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service and for Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or agreed to by Lender, Lender shall 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 debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the amount of the Funds in excess of the requirements of applicable law. If the amount of the Funds held by Lender in any account exceeds the amount permitted to be held by applicable law, 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 in no more than 10 days of the date of Lender's notice. Lender's sole discretion.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sums or otherwise in accordance with applicable law. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of 15% of the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sums or otherwise in accordance with applicable law. Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount of 15% of the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future sums or otherwise in accordance with applicable law.

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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 a lien 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, or ground rents on the Property, if any; and (f) any sums payable by Borrower to Lender, in accordance with paragraph 5. Lender shall apply the Funds to pay the Borrower's debt. Lender may not charge Borrower for holding or applying the Funds, annually analyzing the escrow account, or verifying the Borrower's items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service and for Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or agreed to by Lender, Lender shall 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 debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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 of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and 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.

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.

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.

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.

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 extending any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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.

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.

8. Insurance. Lender shall 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.

7. 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.

6. 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.

5. 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.

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing on the Property insured against loss by fire, hazards included within the term "extended coverage" and floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the form that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Borrower shall obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a statement that Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly pay premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the Lender and shall make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to the repair of Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If the insurance carrier does not answer within 30 days a notice from Lender that the insurance carrier has denied a claim, Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property, whether or not then due. The 30-day period will begin when Lender is notified of the denial.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to the Property shall postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the date of the next payment under paragraph 2. If the Property is acquired by Lender, Borrower's right to any insurance proceeds for damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums so applied immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Obligations. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within the term of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence from the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be given if extenuating circumstances exist which are beyond Borrower's control. Borrower shall not allow the Property to deteriorate, or commit waste on the Property. Borrower shall not allow any action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment may materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be discontinued that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or otherwise materially impairs the lien created by this Security Instrument or Lender's security interest. Borrower, during the loan application process, gave materially false or inaccurate information to provide Lender with any material information in connection with the loan evidenced by the loan application, representations concerning Borrower's occupancy of the Property as a principal residence, or representations concerning Borrower's occupancy of the Property as a principal residence. If Borrower acquires the Property as a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires the Property as a leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the obligations under this Security Instrument, or there is a legal proceeding that may significantly affect Lender's interest in the Property, or a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, or to pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender may include paying any sums secured by a lien which has priority over this Security Instrument, and reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may do so, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional obligations of Borrower under this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be payable, with interest, upon notice of disbursement at the Note rate and shall be payable, with interest, upon notice of disbursement.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan, Borrower shall pay the premiums required to maintain the mortgage insurance. If the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer. If mortgage insurance coverage is not available, Borrower shall pay to Lender one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance was in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance.

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 as if no acceleration had 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one 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 unrelated to a sale of the Note. 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 be made. The notice will also contain any other information required by applicable 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 presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender 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 knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration (including 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 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 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **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.

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

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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.

Witness

MICHAEL C. KUEHN

Borrower

Witness

CATHERINE A. KUEHN

Borrower

91646676



STATE OF ILLINOIS, COOK

County ss:

, a Notary Public in and for said

county and state do hereby certify that

MICHAEL C. KUEHN AND CATHERINE A. KUEHN, HUSBAND AND WIFE

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 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 27 day of November 1991.

My Commission Expires:

Notary Public