

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

91246894 3 9 4

✓ PREMIER HOME FINANCING, INC.  
1010 JORIE BLVD.  
OAK BROOK, IL 60521

Loan Number : 2005-10488

DEPT-01 RECORDING \$15.00  
TITLITI TRAN 5983 DM/23/91 15:36:00  
\$3995.00 8-91-246894  
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

**MORTGAGE**

2005-10488

THIS MORTGAGE ("Security Instrument") is given on **May 17, 1991**  
The mortgagor is **DEANN P. BELTZER, DIVORCED AND NOT SINCE REMARRIED**

"Borrower"). This Security Instrument is given to  
**PREMIER HOME FINANCING, INC. ITS SUCCESSORS AND/OR ASSIGNS**  
which is organized and existing under the laws of **STATE OF ILLINOIS**  
1010 JORIE BLVD., OAK BROOK, IL 60521

("Lender"). Borrower owes Lender the principal sum of  
**SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS AND 00/100**  
Dollars (U.S. \$ **61,600.00**). 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  
**June 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

**COOK County, Illinois:**

**PARCEL 1:**  
UNIT 2 IN THE 733 WEST MELROSE AVENUE CONDOMINIUM, AS DELINEATED ON A  
SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 59 AND 58 (EXCEPT  
THE EAST 20 FEET THEREOF) IN HUNDLEY'S RESUBDIVISION OF LOT 40 IN PINE  
GROVE, A SUBDIVISION IN FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH,  
RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS  
ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS  
DOCUMENT 25272447, AS AMENDED, TOGETHER WITH ITS UNDIVIDED PERCENTAGE  
INTEREST IN THE COMMON ELEMENTS.

**PARCEL 2:**  
THE EXCLUSIVE RIGHT OF THE USE OF GARAGE SPACE IDENTIFIED BY ITS  
ASSIGNMENT AS SHOWN ON THE SURVEY ATTACHED TO THE DECLARATION OF  
CONDOMINIUM AFORESAID, A LIMITED COMMON ELEMENTS, WHICH SURVEY IS  
ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT  
25272447

14-21-313-058-1002

**BOX 334**  
CHICAGO (City)

which has the address of **733 W. MELROSE UNIT 2**

**Illinois 60657 (Zip Code)** ("Property Address");

**ILLINOIS Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
ITEM 1876 (9012)

Form 3014 9/90 (page 1 of 6 pages)

Front Lake Business Forms, Inc. ■  
To Order Call: 1-800-830-9300 □ FAX 815-701-1131

1800

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Form 304 9/90 (Page 2 of a page)

Proceeds or flooding, for which Lender requires insurance. This insurance shall be maintained in the amount and for the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazard, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

one or more of the actions set forth above within 10 days of the filing of notice. Borrower shall take over this Security instrument. Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take to this Security instrument. If Lender determines that any part of the Property is subject to a lien which may attach prior to the commencement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender to subordinate to the lien or delinquent payment of the lien in, legal proceedings which in good faith the Borrower shall prevent the lien by, or delinquent payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contains in good faith the in writing to the party of the first part of the obligation over this Security instrument unless Borrower: (a) agrees

Borrower shall promptly discharge any lien which has priority over this Security instrument under the following circumstances. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender to be paid under this person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this time directly to the person owed paragraph 2, or if not paid in that manner, Borrower shall pay them on the day these obligations in the number provided in paragraph 2, any, Borrower

Property which may retain priority over this Security instrument, and leasehold payments or ground rent, any, Borrower paragraph 2: 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 3. Application of Payments. Unless applicable law provides otherwise, all payments, received by Lender under

secured by this Security instrument. Upon payment in full of all sums secured by this Security instrument or the regularization of Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, shall promptly refund to Borrower any difference in no more than twelve months held by Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the Lender in any time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in Borrower for the excess Funds in accordance with the regular terms of application law. If the amount of the Funds held by Borrower shall exceed the amount permitted (c) as held by applicable law, Lender shall account to

this Security instrument.

Borrower for which each debited to the Funds was made. The fund, are pledged as additional security for all sums secured by purpose of giving to Borrower, without charge, in annual accounts of the Funds, showing credits and debits to the Funds and the shall give to the Funds held by Lender and Lender may agree to extend, Lender shall not be required to pay Borrower any interest or agreement is made or applicable law requires to be paid, Lender shall still hold on the Funds. Lender's accountings on the Funds is to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real Lender to make up the Escrow items, unless, under pay's Borrower interest on the Funds and applicable law permits account, or entirely the Escrow items, Lender may not charge for holding the Funds, usually applying the Funds to pay (including Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay The Funds shall be held in an association whose deposits are insured by a federal agency, instrumentality, or entity

estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

law shall applies to the Funds as a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of funds due on the basis of current data and reasonably estimate the amount of the Funds as a lesser amount. Lender, may estimate the amount of funds due on the basis of current data and reasonably estimate the amount of the Funds as a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a lender for a deposit relationship between many records according to the federal Regulation E, or "Regulation E". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount for a lender for a deposit relationship between many records according to the federal Regulation E, or "Regulation E". Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premium. These items are called "Escrow Items". (d) yearly payable by Borrower to insure the day monthly payments which may result in rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly leasehold payments or ground rents on the Property, if any; (a) yearly insurance premiums; (d) yearly flood insurance and associations which may result in rents on the Note, until the Note is paid in full, a sum ("Funds"), for: (a) yearly Lender on the day monthly payments due under the Note, written will by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject 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 charges due under the Note.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record, mortgages, grants and covenants which may result in rents on the Note, until the Note is paid in full, a sum ("Funds"), for: (a) yearly

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

Borrower warrants and agrees to in this Security instrument to the title to the Property against all claims and demands, subject to any encumbrances of record.

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Loan Number : 2005-10488

## CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this **17th** day of **May 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

**PREMIER HOME FINANCING, INC. ITS SUCCESSORS AND/OR ASSIGNS** (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

**733 W. MELROSE UNIT 2, CHICAGO, IL 60657**  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

**733 WEST MELROSE AVENUE CONDOMINIUM**

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or  
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

  
**DEANNA BELTZER**

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

(Seal)  
Borrower

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*Source: Author's reading of the 1996 UNDP Human Development Report.*

remedies permitted by this section may intrude without notice or demand on bondsmen.

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 Note in full.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.  
17. Transfer of the Property or a Beneficial Interest in Borrower. If all of any part of the Property or any interest in  
it is sold or transferred (or if it is beneficially interests in Borrower), if all of any part of the Property or any interest in  
without lender's prior written consent, lender may, at his 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 or  
state law.

**16. Governing Law and Sovereignty.** This Security Instrument shall be governed by law of the State of New York, without regard to its conflict of laws provisions. To the extent that the provisions of this Security Instrument conflict with the laws of any jurisdiction, the provisions of this Security Instrument shall control.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery either in writing or by telephone to Borrower at Leander, Texas, as given in this

13. **Joint Charitable**. If the loan received by another party instrument is subject to a law which sets maximum amount payable to the Note.

11. Borrower's Not Releses: Not Releasable by Lender Not II Williver. Extension of the time for payment or modification of the principal sum 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 release the liability of the original Borrower or Borrower's successors in interest to any successor in interest of Borrower if such successor in interest has paid all amounts due under this Security Instrument.

Unless a court and the other party agree otherwise in writing, any application of procedures to proceedings shall not extend outside the date of the finality judgment referred to in paragraphs 1 and 2 of clause 1 of such judgments.

If the Proprietary is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offices 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,

In this event of a total bankruptcy of the Proprietary, the proceeds shall be paid to the holder of the certificate of title of any part of the property, or for conveyance in the case of co-ownership, and the holder by his heirs and successors in the same manner as if he were the owner.

condemnation or other taking of any part of the Property, or for convenience in time of condemnation, are hereby assimilated and

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periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 2 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower'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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the 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 covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage 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 insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve 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

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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 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 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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Form 3014-9/90 (page 6 of 6 pages)

(Address)

(Name)

This instrument was prepared by

Noisy Public

My Company Expenses 11/20/.

Noisy Public, State of Ill.

Amy Devezpi

My Commisioner of Public Seal

11-20-94

Given under my hand and official seal, this

17

day of May

forth.

and delivered the said instrument is

free

and voluntary as for the uses and purposes herein set

forth.

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged this

as being

signed

and

personal

known to me to be the true person(s) whose name(s)

is

hereby certified that DEANNA SELTZER, DIVORCED AND NOT SINCE REMARRIED

do hereby certify that DEANNA SELTZER, DIVORCED AND NOT SINCE REMARRIED

is a Noisy Public in and for said county and state.

1. Amy Devezpi

County ss: CCR

STATE OF ILLINOIS.

Social Security Number \_\_\_\_\_  
Borrower  
(Seal)

Social Security Number 326-32-3076  
DEANNA SELTZER  
Borrower  
(Seal)

Witnesses:

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

Other(s) [Specify]

Balloon Rider

Graduate Payment Rider

Planned Unit Development Rider

Rate Improvement Rider

Second Home Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Biweekly Payment Rider

Check applicable box(es)  
Supplement the coverages of each such rider as if the rider(s) were a part of this Security Instrument.  
This Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and  
supplement the coverages of each such rider as if the rider(s) were a part of this Security Instrument.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with

this Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and

supplement the coverages of each such rider as if the rider(s) were a part of this Security Instrument.

Check applicable box(es)  
This Security Instrument, the coverages of each such rider shall be incorporated into and shall amend and

supplement the coverages of each such rider as if the rider(s) were a part of this Security Instrument.