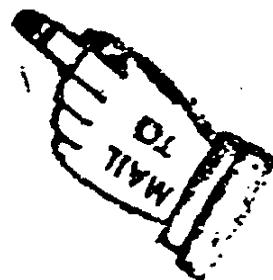


RECORD AND RETURN TO:
THE TALMAN HOME FEDERAL SAVINGS AND
LOAN ASSOCIATION OF ILLINOIS
2454 DEMPSTER
DES PLAINES, ILLINOIS 60016
ATTENTION: NANCY GIUSTINO

91254889

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DEPT-01 RECORDING 517.22
T45555 TRAN 1206 06/29/91 13:55:00
47719 # E *-91-254889
COOK COUNTY RECORDER

[Space Above This Line For Recording Data]

MORTGAGE

283828-1

THIS MORTGAGE ("Security Instrument") is given on MAY 21, 1991
KIRKOR V. KARACHORLU AND
SILVA A. KARACHORLU, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
THE TALMAN HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF ILLINOIS

which is organized and existing under the laws of UNITED STATES OF AMERICA and whose address is 4242 NORTH HARLEM

NORRIDGE, ILLINOIS 60634 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED TWENTY SEVEN THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 127,500.00).

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, 2001. 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:

THE NORTH 43 1/3 FEET OF LOT 72 IN BRITIGAN'S ARMITAGE AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE WEST 88.45 ACRES OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-31-308-031

which has the address of 1843 NORTH NEVA AVENUE, CHICAGO
Illinois 60635 ("Property Address").
[Zip Code]

[Street, City].

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-GR(IL) 19101
VMP MORTGAGE FORMS - (313)293-8700 - (800)521-7291

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more of the actions set forth above within 10 days of the giving of notice.

If Lender receives from Borrower a notice terminating the licen, Borrower shall satisfy the lien or take one or this Security Instrument, if Lender demands that any part of the Property is subject to a lien which may attach prior to the commencement of the item; or (c) accurate from the holder of the item an agreement satisfactory to Lender's opinion to provide to the Lender's attorney to write to the Lender a letter or demand payment by, or demands against a party from the holder of the item, legal proceedings which in the Lender's opinion operate to give good faith to the item writing to the payee of the obligation secured by the item in a manner acceptable to Lender; (b) contains in writing to the Lender that the promissory note or this Security Instrument unless Borrower (a) agrees in writing to the Lender that the promissory note or this Security Instrument is valid, true and correct, and has given up to the Lender all rights and remedies under this instrument.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may arise prior to the time of acquisition of sale as a result arising from the sum secured by this Security instrument, and Lender shall accept payment of ground rents, if any. Borrower shall pay

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

5. 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 the Note;

this Security instrument of the Property, shall apply any funds held by Lender at the time of acquisition of sale as a result arising from the sum secured by Funds held by Lender. If, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale for the excess funds in accordance with the requirements of applicable law, Lender shall account for all sums secured by Borrower

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any twelve months' payments, at Lender's sole discretion.

If the funds held by Lender exceed the amounts permitted to be paid by applicable law, Lender shall make up the deficiency in no more than thirty days to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than thirty days to pay the Escrow license when due, Lender may so notify by written, and, in such case Borrower shall not sufficient to pay the Escrow license required to be paid by Lender in writing, if the amount of the funds held by Lender is any for the excess funds in accordance with the requirements of applicable law, Lender shall account for all sums secured by Borrower

for the funds held by Lender in connection with the acquisition of the funds, showing credits to the funds and the purpose for which each

aplicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest on the funds. Lender shall give to Borrower

use by Lender in connection with this loan, unless applicable law provides otherwise. Unless an escrow service is made or

verified by Lender may require Borrower to pay a one-time charge for an independent real estate tax preparer to make such a charge. However, unless Lender holds funds, annually analyzes the escrow account, or

escrow items, Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow account, or

(including Lender, if Lender is such as to be liable for the funds) or in any Federal Home Loan Bank, Lender shall apply the funds to pay the

escrow items or otherwise in accordance with applicable law.

The funds shall be held in an escrow account whose deposits are insured by a federal agency, instrumentality, or entity Lender may estimate the amount of funds due on the basis of current data and reasonable estimates of expenditures of future collection, if so, Lender may collect and hold funds in an amount not to exceed the lesser amount, sets a lesser amount, if so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount, 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds related mortgage loan, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold funds in an amount not to exceed the maximum amount a Lender for a federally the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items." If any: (e) yearly mortgage insurance premiums, if any; (c) yearly hazard by Borrower to Lender, in accordance with or greater rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments are due under the Note, until the same is paid in full, a sum ("Funds") for: (a) yearly taxes

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 and late charges due under the Note.

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

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

THIS SECURITY INSTRUMENT combines uniform security instruments 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,

instrument. All of the foregoing is recorded to in this Security instrument as the "Property".

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security

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3 1 2 5 4 0
5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, 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 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 21 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

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

to be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void under such conflict as to affect other provisions of this Security Instrument or the Note which can be construed with the Property is located. In the event that any provision of clause of this Security Instrument or the Note which can be construed in which the Property is located, such conflict shall not affect other provisions of this Security Instrument and the Note are declared void under such conflict as to affect other provisions of this Security Instrument or the Note which can be construed in which the Property is located.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Property is located.

Security interest shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this lease or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to or by first class mail unless applicable law requires otherwise. The notice shall be directed to the Proprietary Address it by Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing prepayment charge under the Note.

payable to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment by Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to loan exceed the permitted limits. Then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected or to a level which sets maximum loan charges;

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or commute property interest in the Note: (a) is co-signing this Security Instrument only to manage, extend and convey this instrument but does not execute the Note; (b) is co-signing this Security Instrument only to pay off original Borrower's liability in full. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

paragraph 17. Borrower's liability in full and benefit the successors and assigns, Lender and Borrower, subject to the provisions of Security Instrument shall bind and benefit the successors and assigns. Co-signers, the covenants and agreements of

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this instrument shall be binding and benefit the successors and assigns in interest of Borrower's modification

not operate to release the liability of the original debtor or Borrower to any successor in interest of Borrower shall not be required to amortize the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall exercise of any right or remedy.

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 rights or remedies.

commodities sold by this Security Instrument by reason of any demand made by the original Borrower or Borrower's of the sums secured by this Security Instrument in interest; (a) release to extend time for payment of otherwise modify amortization

award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the note is given, if the Note is unchallenged to collect and apply the proceeds, either to restoration or repair of the Property or to the sums

secured by this Security Instrument whether or not then due.

if the Note is settled a claim for damages, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, either to restoration or repair of the Note or to the sums are then due.

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall take, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides before the market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the fair before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property 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

market value of the Property immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be applied to the Note in the amount of the sum secured by this Note.

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

22. Release. Upon payment of all sums accrued by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Miscellaneous. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including:

(a) before the date specified in the notice, Lender, at his 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:

(b) before the date specified in the notice, Lender, at his 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; if the default is not cured on or before the date specified in the notice to accelerate to foreclosure and foreclosure proceedings the information Borrower has the right to remit after acceleration and the right to assert in the foreclosure proceeding the rights set forth by this Security Instrument further to cure the default or any other default in the notice to Borrower to accelerate to foreclosure provided in the notice.

(c) a date 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 date the notice is given to Borrower, by which the default must be cured;

(e) applicable law provides otherwise). The notice shall specify: (a) the default required to cure the default; and of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise).

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 without notice to Borrower prior to acceleration following Borrower's breach

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

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.

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.

Environmental Law and the following subsections, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, Environmental Law means the following: (a) the action required under paragraph 17 unless applicable law provides otherwise. The notice shall specify: (a) the default required to cure the default; and

any removal or other remediation of any Hazardous Substances affecting the Property is necessary, the notice of which Borrower has actual knowledge. If Borrower fails to notify any government or regulatory authority of removal or other remediation of any Hazardous Substances affecting the Property and any Hazardous Substances removed or removed by Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

Borrower shall promptly give Lender notice of any such remedial action by any remedial agency or other action taken by Borrower to remove any Hazardous Substances from the Property.

20. Hazardous Substances. Borrower shall not cause of 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 presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property.

Hazardous Substances shall not cause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property.

19. Sale of Note. The Note or a partial interest in the Note together with this Security Interest in the Note shall be sold or otherwise disposed of by Borrower to Lender.

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Lender shall receive the proceeds of the sale and the proceeds of the sale shall be used to pay the note and any other amounts due under the Note.

18. Transfer of the Note. The Note or a partial interest in the Note together with this Security Interest in the Note shall be sold or otherwise disposed of by Borrower to Lender.

Lender shall receive the proceeds of the sale and the proceeds of the sale shall be used to pay the note and any other amounts due under the Note.

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Lender shall receive the proceeds of the sale and the proceeds of the sale shall be used to pay the note and any other amounts due under the Note.

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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:

Dan Hank

Social Security Number

STATE OF ILLINOIS,

I, the undersigned
that KIRKOR V. KARACHORLU AND
SILVA A. KARACHORLU, 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 sole and purpose therein set forth.

Given under my hand and official seal, this

My Commission Expires:

This Instrument was prepared by:

NANCY GIUSTINO
DES PLAINES, IL 60016