AL COPY

RECORD AND RETURN TO: CHEMICAL BANK, N.A. C/O CFC 377 EAST BUTTERFIELD RD., # 175 LOMBARD, ILLINOIS 60148

91269052

- [Space Above This Line For Recording Data].

MORTGAGE

3698756

THIS MORTGAGE ("Socurity Instrument") is given on MAY 23, 1991 PHILLIP K FREYMAN

. The mortgagor is

CAROL S. FREYMAN, HIS WIFE

("Borrower").

("Londor"),

This Socurity Instrument is given to CHEMICAL BANK, N.A.

which is organized and oxiating under the laws of THE STATE OF NEW YORK whose address is C/O CMC P.O. BOX 0B352 COLUMBUS, CHIO 43203
Borrower owes Lender the principal sem of

, and

ONE HUNDRED EIGHTY FOUR THOUSAND AND NO/100 *** Hundred by Borrowor's note doing the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and physical 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, accorded 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, giant and convey to Londor the following described property County, Illinois: located in COOK

LOT 32 IN BLOCK 20 IN POPLAR HILLS UNIT 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 24, 10 MSHIP 42 NORTH, RANGE 9, AND PART OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 10, ALL EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF SOOK COUNTY, ILLINOIS, ON MARCH 10, 1978, AS DOCUMENT NO. 24358401.

PERMANENT TAX NUMBER: 02-19-327-032

0E5 1-01 RECORDING \$16.2 17777 1RAN 0675 06/05/91 11:52:00 18911 # G # - 9 1-269052 \$16.29 TOOK COUNTY RECORDER

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which has the address of 4305 LOMBARDY LANE (Stroot)

HOFFMAN ESTATES (City)

Illinois

60195

("Proporty Address");

(Zip Code)

TOOETHER WITH all the improvements new or hereafter proceed on the property, and all ensements, appurtonunces, 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 COVENANTS that Borrower is lawfully select of the estate hereby conveyed and has the right to morigage, 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 non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Single Family Farmic Mac/Freddie Mac UNIFORM INSTRUMENT Page 1 of 5

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

1. Payment of Principal and Interest; Propayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a wrilton waiver by Londer, Borrower shall pay to Londer 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 Socurity Instrument as a lien on the Property; (b) yearly leasehold payments or ground reats on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance promiums, if any; (e) yearly mortgage insurance premiums, if any; and (l) any sums payable by Borrower to Londer, in accordance with the provisions of paragraph 8, in list of the payment of mortgage insurance premiums. These items are called "Escrow Items." Leader may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a leader for a federally related mortgage lean may require for Borrower's escrow account under the federal Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Leader may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Leader may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, it Lender is such an institution) or in any Federal Ilome Lean Bank. Lender shall apply the Funds to pay the Escrow tens. Lender may not charge Borrower for helding and applying the Funds, annually analyzing the escrow account, or vrifying the Escrow 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 leaver reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or arrangs on the Funds, Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit 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 amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pry the Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the

delicioney in no more than twelve monthly asyments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, herein shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held we Londer at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable has provided otherwise, all payments received by Londer under paragraphs I and 2 shall be applied: first, to any propayment charges due under the Note; second, to amounts payable under

paragraph 2; third, to interest due; fourth, to principal due; and ust, to any late charges due under the Note.

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in page and 2, or it not paid in that manner, Borrower shall pay them on time directly to the person ewed payment. Borrower shall promptly turnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Socurity Instrument unless Borrower: (a) agrees in writing to the payment of the abligation secured by the lien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion, operate to prevent the enforcement of the lien; or (c) secures from the holder of the new agreement satisfactory to Londer subordinating the lien to this Security Instrument. If Londer determines that any process is the Property is subject to a lien which may attain priority over this Security Instrument, Londer may give Borrower a notice identifying the lients Borrower shall satisfy the lien or take one or more of the actions set forth above within It clays of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing an hereafter erected on the Property insured against less by fire, hazards included within the term "extended coverage" and any other hazards including floods or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the periods that Londor requires. The insurance carrier providing the insurance shall be chosen or Borrower subject to Lender's approval which shall not be unreasonably withhold. If Borrower fails to maintain coverage described above, Londor may, at Londor'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 Leader and shall include a standard morthego clause. Leader shall have the right to hold the policies and renewals. If Leader requires, Borrower shall promptly give to Leader all receipts of paid premiums and renewal notices. In the event of less, Borrower shall give prompt notice to the insurance

carrier and Londor, Londor may make proof of loss if not made promptly by Borrower,

Unless Londer 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 leasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Londer's security would be tessened, 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 Londer that the insurance carrier has offered to settle a claim, then Londer may collect the insurance proceeds. Londer 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 Londer 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 Londer, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Londer 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

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for at least one year after the date of occupancy, unless Londor 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 ferfolture action or proceeding, whether civil or criminal, is begun that in Lendor's good faith judgment could result in ferfolture of the Property or otherwise materially impair the lion created by this Socurity instrument or Lendor's security interest. Borrower may cure such a default and reinstale, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lendor's good faith determination, procludes forfeiture of the Borrower's interest in the Property or other material impairment of the lion created by this Socurity Instrument or Lendor's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lendor (or failed to provide Lendor with any material information) in connection with the lean evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Socurity Instrument is on a leasohold, 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 Lendor agrees to the merger in writing.

7. Protection of Londor'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 Lendor's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation or forfeiture or to enforce laws or regulations), then Lendor may do and pay for whatever is necessary to protect the value of the Property and Lendor's rights in the Property. Lendor a actions may include paying any sums secured by a lien which has priority over this Security instrument, appearing in court, paying reasonable atterneys' fees and entering on the Property to make repairs. Although

Londer may take action under this paragraph 7, Lander does not have to do so.

Any amounts distursed by Londer under this paragraph 7 shall become additional dobt of Borrower secured by this Security Instrument, Unions Borrower and Londer agree to other terms of payment, those amounts shall been interest from the date of distursement at the Note rate and shall be payable, with interest, upon notice from Londer to Borrower

requesting payment.

8. Mortgago Insurance. Il 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. II, for any reason, the mortgage insurance exerage 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 proviously in effect, at a cost substantially equivalent to the cost to Portower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available. 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 prior) that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower wall 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 lay.

9. Inspection, Lender or its agent may make real enable entries upon and inspections of the Properly. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or clair, for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for conveyance in lieu of condomnation, are hereby

assigned and shall be paid to Londor.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Socurity Instrument, whether or not then due, with any excess paid to Berrower 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 Socurity Instrument immediately before the taking, the sums secured by this Socurity Instrument shall be reduced by the emount of the proceeds multiplied by the following fraction; (a) the lotal amount of the sums secured immediately before the laking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Perrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Barrawer, or if, after notice by Londor to Borrawer that "... condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londor within 30 days att. the date the notice is given, Londor is authorized to collect and apply the proceeds, at its option, either to restoration or to air of the Property or

to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal simil not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Ferbearance By Lender Not a Wairer. Extension of the time for payment or modification of amerization 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 amerization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey, that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded

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permitted limits will be refunded to Berrower. Lender may choose to make this refund by reducing the principal awed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated

as a partial propayment without any propayment charge under the Note.

14. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Leader. Any notice to Londor shall be given by first class mail to Leader's address stated herein or any other address Leader designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Londor when given as provided in this paragraph.

15. Governing Law; Soverability. This Socurity instrument shall be governed by tederal law and the law of the juriscitation in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and

the Note are declared to be severable.

16. Borrower's Capy. 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 or any part of the Property or any interest in it is sold or transferred (or if a boneficial 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 us of the date of this Security Instrument.

Il Lander exercise this option, Lander shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 dr. is from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security instrument. Il Borrower falls to pay these sums prior to the expiration of this period, Lender

may invoke any remedies per anded by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower moots certain conditions, Borrower shall have the right to have enforcement of this Society Inframent 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; c. (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Londor all sum , which then would be due under this Security Instrument and the Note as if no accoleration 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 Londor may reasonably require to assure that the lien of this Security Instrument, Londor'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 accoleration had occurred. However, this right to reinstate shall not apply in the case of accoleration 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 vice notice to Borrower. A sale may result in a change in the entity (known as the "Lonn Servicor") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lean Society unrelated to a sale of the Note. If there is a change of the Lean 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. Berrower 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 a low 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, and lawsuit or other action by any governmental or regulatory agency or private party involving the Property and my 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 nocessary, Borrower shall promptly take all nocessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Flazardous Substances" are those substances defined as toxic or the account of the paragraph 20, "Flazardous Substances: gasoline, kerosene, other flammable or toxic periodicum products, toxic posticides and herbicides, volatile solvents, materials containing asbestes or formaldehyde, and radioactive toxic posticides are the paragraph 20. "Environmental Law" means lederal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS, Borrower and Londor further covenant and agree as follows:

21. Accoloration; Romodies, Londor shall give notice to Borrower prior to accoloration following Borrowor's broach of any covenant or agreement in this Socurity Instrument (but not prior to accoloration 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 forcelesure proceeding the non-existence of a default or any other defense of Borrower to accoloration and fereclesure. 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 fereclese 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.

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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. Walver of Homostoad. Borrower waives all right of homestead exemption in the Property. 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(os)]	
Adjustable Rate Rider Oraduated Payment Rider Balloon Rider Other(s) [specify]	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Rate Improvement Rider 1:4 Family Rider Diweckly Payment Rider Second Home Rider
BY SIGNING BELOW, Borrower Instrument and in any ridor(s) executed by	accepts and agrees to the terms and covenants contained in this Security Berrower and recorded with it.
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Kate Chan port Commen	PHILLIP X FREYMAN Borrower
<i>y</i>	Social Socurity Number 355-44-0315
last ?	CARL STRUMEN (Soul) CAROL S. FREYMAN Dorrower
	CAROL S. FREYMAN Barrower
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[Congn	Below This Line For Acknowledgement)
- I Shaoo	Date of Title Bills to New How Hand Spirit Holy
1, the underest	County ss: graci , a Notary public in and for said county and state,
do horoby cortily that PHILLIP K FRE	YMAN , CAROL S. FREYMAN
appeared before me this day in person, ar his/her/their free and voluntary act, for the Given under new hand and childs and OFFICIAL SE	Allima 28RD day of MAY 1991
My Commission OAFALINA A. CU NOTARY PUBLIC, STATE My Commission Explos	SIMANO OF ILLINOIS
	Notary Public

PREPARED BY:

CHEMICAL BANK, N.A. C/O CFC 377 EAST BUTTERFIELD ROAD, #175 LOMBARD, IL 60148

Property of County Clark's O

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