

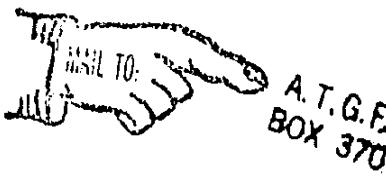
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PREPARED BY AND MAIL TO:

9 1 2 3 0 0
LOAN # 4203760

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

1990913



91280813

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JUNE 7th, 1991

The mortgagor is

WILLIAM P. WREN and
MARY E. WREN, HUSBAND and WIFE

- DEPT-01 RECORDING \$17.00
- T45555 TRAN 2046 06/11/91 14:40:00
- 49899 + E *-91-280813
- COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to
NEW LENOX STATE BANK

which is organized and existing under the laws of
address is 110 W. MAPLE STREET
NEW LENOX, IL 60451
NINETY TWO THOUSAND & 00/100

THE STATE OF ILLINOIS

, and whose

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 92,000.00).

ATTORNEY SERVICES # 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 JULY 1, 2020. 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 TAX ID #: 18-02-405-042 COOK County, Illinois:
THE WEST HALF OF LOT 139 AND ALL OF LOT 140 IN E.A. CUMMING'S SUBDIVISION OF THE SOUTH 30 ACRES OF THE NORTH EAST QUARTER OF THE SOUTH EAST QUARTER OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 99 FEET OF THE EAST 220 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

which has the address of 8132 44TH COURT
Illinois 60534
(Zip Code)

LYONS

(Street, City).

("Property Address");

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-6R(IL) (9101) 4203760

VMP MORTGAGE FORMS • (313)299-8100 • (800)521-7291

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Form 3014 9/90
Initials: *mcw*

1700

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Borrower shall promptly discharge any which this provision over. This Security instrument unless Borrower:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) conveys in good faith the lien by or deeds against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the conveyance of the property against the Lender;
- (c) secures from the holder of the lien an agreement substantially to the same terms as this Security instrument.

This Security instrument [] Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take one or more actions set forth above within 10 days of the giving of notice.

4. Charges; Leases. Borrower shall pay all taxes, assessments, charges, fines and impositions distributable to the Proprietary which may attach priorily over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender records evidencing the payments.

1 and 2 shall be applied; first, to any pre-emptory charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Property, shall apply any funds held by Legendre at the time of acquisition or sale as a credit against the sum secured by this Security Instrument.

monetary payments, etc. Lender's sole discretion.

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 held by Lender exceeding the amounts permitted to be held by applicable law, less amounts deducted by Lender in accordance with the terms of this Note.

requrires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings 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 intended solely for all sums secured by this Security Instrument.

The Funds shall be held in an institution, whose deposits are insured by a Federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items, Lender may not change Borrower's holding and applying the Funds annually during the Escrow account, or verifying the Escrow items, unless Lender pays Borrower to pay a late charge for an independent real estate tax reporting service such a charge. However, Lender may require Borrower to pay a late charge for a trustee tax imposed on the Funds and applicable law permits Lender to make such a charge. Lender in connection with this loan, unless otherwise provided, will make or receive monthly payments of interest and principal on the Funds and applicable law permits Lender to make such a charge.

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.

provisions of paragraph 8, in lieu of the payment of insurance premiums, these items are collected in escrow items.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for (a) yearly taxes and assessments, which may attain priority over this Security instrument as a lien on the Property; (b) yearly taxes for ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the terms of the Note, until the Note is paid in full, plus interest thereon at the rate of 12% per annum, less "Goodwill," taxes

I. Payment of Municipal and Interest; Prepayment 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.

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

THIS SECURITY INSTRUMENT combines covenants for national use and non-uniform covenants with limited general application to the property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

NOTIFICATION WITHIN THE MEANING OF THE PROVISIONS OF THE CONTRACTS (RIGHTS OF RETENTION) ACT, 1988, ALL THE FIXTURES AND FURNITURE WHICH ARE PART OF THE PROPERTY. ALL REPAIRS, MAINTENANCE, CLEANING AND ADDITIONAL EXPENSES SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

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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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15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located, in the event that any provision of this Clause of this Security Instrument 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.

Instrument shall be deemed to have been given to Borrower or Lender which is given as provided in this paragraph.

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 applicable law requires use of another method. The notice shall be directed to the Proprietary Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's addressee listed below or any other address Lender may designate by notice to Borrower. Any notice given by Lender to Borrower shall be given by first class mail to Lender's addressee listed below or any other address Lender may designate by notice to Borrower.

under the Note.

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 deducted by the amount necessary to reduce the charge to the permitted level; (b) any sums already collected from Borrower which exceed the permitted limit will be returned to Lender, if this results in making the Note or by making a direct payment, to the extent that Lender may choose to make a refund redounds to the credit of the principal owed under the Note or by making a direct payment, to Borrower. Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. **Accessors and Assigees Bound; Joint and Several Liability; Co-signers.** The covenants and affirmances 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 co-signants and signees shall be joint and several. Any Borrower who co-signs this Security instrument shall be jointly and severally liable to Lender and Borrower and any other holder of this Security instrument for the payment of the principal sum and interest and all other amounts due under this Security instrument or in respect of any other obligation of Borrower to Lender or any other holder of this Security instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or waive any accommodations with regard to the terms of this Security instrument or the Notes without that Borrower's consent.

11. Borrower Not Released; Releasee; By Lender Not A Waiver. Execution of the time for payment of amortization of the sums received 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 release to anyone who acquires title by reason of sale or otherwise, any sums secured by this Security Instrument for any purpose other than payment of the principal amount of the note or payment of attorney fees and costs of collection, or payment of expenses of the Noteholder in connection with the enforcement of the Note.

By this security instrument, we agree to not sue you.

If the property is a tenancy held by both owner, or it, after house by Lender to Borrower that the condominium offices to make an award or settle a claim for damages, Borrower within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security instrument which ever the Lender deems necessary.

sums secured by this country instrument whether or not the sums are then due.

Property: immediately before the taking is less than the amount of the sums secured immediately before the taking, unless otherwise agreed, in writing or unless applicable law otherwise provides, the proceeds shall be applied to the borrower and lender, otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of

whether or not the due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the Fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, shall be paid to Lender.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation; are hereby assigned and

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all premises of the Property; Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Payments may no longer be required, at the option of Lender, if: (i) 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 premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage premiums ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument 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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MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MERRIS ROAD, SUITE 600
OAKBROOK TERRACE, IL 60181

Form 3014 9/90

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1

JENNIFER DEMIRO

This instrument was prepared by:

JANE A. HENNING
OFFICIAL SEAL

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1

JENNIFER DEMIRO

This instrument was prepared by:

Eric C. Klemmer

I personally know to me to be the same person(s) whose name(s)
is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he
signed and delivered the said instrument as John E. Price and voluntary act, for the uses and purposes herein set forth.

I, Jeanne A. Henning, a Notary Public in and for said county and state do hereby certify that William P. Wren and Mary E. Wren, Husband and wife

- Borrower
(Seal) _____

Social Security Number _____
Social Security County ass:
Cack _____

Social Security Number: 359 64 3007	Borrower (Seal)
MARY E. MREN	
THOMAS E. MREN	
Social Security Number: 355 50 1717	Borrower (Seal)
WILLIAM E. MREN	
THOMAS E. MREN	

Signature of Borrower

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

Adjustable Range Rider Condominium Rider 1-4 Family Rider Grandfathered Payment Rider
 Biweekly Payment Rider Planned Unit Development Rider Balloon Payment Rider
 Rate Improvement Rider Second Home Rider Other(s) [Specify] V.A. Rider

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 in this Security Instrument as if the rider(s) were a part of this Security Instrument.

280813