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Form 3014 B-90  
DPS 1988

ARM MORTGAGE FORMS • (312) 223-8100 • 1800/621-7281

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סבון און

17-03-201-028

(“Borrower”), This Security Instrument is given to NBD MORTGAGE COMPANY

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20, 1992  
TOMOTHY SCHAFER AND DIANE O'CONNOR, HUSBAND AND WIFE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 20, 1992.

7829294

## MORTGAGE

— Space Above This Line For Recording Data

THIS DOCUMENT BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

WHEATON, ILLINOIS 60187

92493126

RECORD AND RETURN TO:

RECORD AND RETURN TO:

RECORD AND RETURN TO:  
921-00031

PREPARED BY: ROBERT L. HOLZER WHEATON, IL 60187

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, 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 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. 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.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal 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.

**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 leasehold payments or 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 provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets 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 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, 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 charge Borrower for holding and applying the Funds, annually analyzing the escrow account, of verifying 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 tax 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 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 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 pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, 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, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines 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 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 receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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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 unreasonable 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 may make proof of loss if not made promptly by Borrower.

Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Borrower shall make prompt payment of all premiums and renewals to Lender and Lender's security will be lessened, the insurance proceeds shall be applied to the sums required 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, insurance proceeds shall be applied to repair of the property damaged, if the repair is reasonably certain to be successful and Lender's security is not lessened. If the repair is not successful or the date of occupancy, Lender and Borrower shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender uses the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender creates a lien on the property to secure his interest, the security instrument 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 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Property of other realty immediately preceding the date of acquisition shall be in default if any forfeiture of the property to allow the property to deteriorate, as common 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, allowing the property to deteriorate, as common waste on the property. Borrower shall not be liable for impairment of the lien created by this security instrument for Lender's security interest, Borrower shall also be in default if Lender, in Lender's good faith determination, concludes that Lender's interest in the property or other material cure such a default and relieves Lender of his security interest, by curing the condition or proceeding to be dismissed with a timely application of law applicable to the merger in writing.

7. Protection of Lender's Rights in the Property, If Borrower secures by this security instrument a sum of money due of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, Lender does not have to do so.

8. Mortgagor Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to maintain the mortgage insurance in effect. Lender may require one-twelfth of the mortgage insurance premium being paid by Borrower when the insurance coverage lapses or ceases to be available, Borrower shall pay to Lender each month a sum equal to the cost to Borrower of the mortgage insurance previously in effect, from an ultimate mortgage insurer approved by Lender. If Lender covaries fully equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium required to the ultimate covarying insurance company or causes to be in effect, Borrower shall pay the premium required to the mortgage insurance company required by Lender to insure the loan secured by this security instrument.

Security instrument, unless Borrower and Lender agree to other terms, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument.

Any amounts disbursed by Lender under this paragraph 7 shall bear interest from Lender to Borrower requesting payment, Lender's rights over the property to make repairs. Although Lender may take action under this paragraph to whomsoever pays any sum received by a lien which has priority over this security instrument, paying include paying any necessary to protect the value of the property and Lender's rights in the property. Lender's actions may pay for whatever is necessary to enforce laws or regulations), then Lender may do and proceed in bankruptcy, probate, for condemnation or foreclosure or to enforce laws or regulations), then Lender as a security instrument, or there is a legal proceeding that may signifiably affect Lender's rights in the property (such as a proceeding in bankruptcy, probate, for condemnation or enforcement of regulations), then Lender may do and proceed in bankruptcy, probate, for condemnation or enforcement of regulations), then Lender as a security instrument contained in this security instrument.

7. Protection of Lender's Rights in the Property, If Borrower secures by this security instrument a sum of money due of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, Lender does not have to do so.

8. Mortgagor Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to the mortgage insurance company required by Lender to insure the loan secured by this security instrument. Unless Borrower and Lender agree to other terms, these amounts shall bear interest from the date of disbursement by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument.

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9. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Property of other realty immediately preceding the date of acquisition shall be in default if any forfeiture of the property to allow the property to deteriorate, as common 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, allowing the property to deteriorate, as common waste on the property. Borrower shall not be liable for impairment of the lien created by this security instrument for Lender's security interest, Borrower shall also be in default if Lender, in Lender's good faith determination, concludes that Lender's interest in the property or other material cure such a default and relieves Lender of his security interest, by curing the condition or proceeding to be dismissed with a timely application of law applicable to the merger in writing.

7. Protection of Lender's Rights in the Property, If Borrower secures by this security instrument a sum of money due of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, Lender does not have to do so.

8. Mortgagor Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to the mortgage insurance company required by Lender to insure the loan secured by this security instrument.

9. 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 unreasonable 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 may make proof of loss if not made promptly by Borrower.

Lender have the right to hold the policies and renewals. If Lender requires, Borrower shall give prompt notice to the insurance carrier and Lender all receipts of paid premiums and renewals notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender.

Borrower shall make prompt payment of all premiums and renewals to Lender and Lender's security will be lessened, the insurance proceeds shall be applied to the sums required 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, insurance proceeds shall be applied to repair of the property damaged, if the repair is reasonably certain to be successful and Lender's security is not lessened. If the repair is not successful or the date of occupancy, Lender and Borrower shall continue to occupy the property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender creates a lien on the property to secure his interest, the security instrument 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 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Property of other realty immediately preceding the date of acquisition shall be in default if any forfeiture of the property to allow the property to deteriorate, as common 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, allowing the property to deteriorate, as common waste on the property. Borrower shall not be liable for impairment of the lien created by this security instrument for Lender's security interest, Borrower shall also be in default if Lender, in Lender's good faith determination, concludes that Lender's interest in the property or other material cure such a default and relieves Lender of his security interest, by curing the condition or proceeding to be dismissed with a timely application of law applicable to the merger in writing.

7. Protection of Lender's Rights in the Property, If Borrower secures by this security instrument a sum of money due of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment, Lender does not have to do so.

8. Mortgagor Insurance. If Lender requires mortgagage insurance as a condition of making the loan secured by this security instrument, Borrower shall pay the premium required to the mortgage insurance company required by Lender to insure the loan secured by this security instrument.

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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 condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 payment referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or 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 the 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 permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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Initials: *[Signature]*

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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 secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

21. Including, but not limited to, reasonable attorney fees and costs of title evidence.

20. Proceedings. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided by this Security Instrument without further demand and may foreclose this Security Instrument in full of all sums secured by the date specified in the notice, Lender, at its option, may require immediate payment in full on non-existent or a default or any other default of Borrower to accelerate the note or instrument. If the default is not cured on or before the date specified in the notice of Borrower to Lender to assert in the foreclosure proceeding the information Borrower of the right to remit after acceleration and sale of the Property. The notice shall further secured by this Security Instrument, forecloses by judicial proceeding and sale of the Property. The notice shall further (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums (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 (b) the action required unless of otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; of any covenant or agreement in this Security Instrument 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

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

relate to health, safety or environmental protection.

this Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located that pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by all necessary remedial actions in accordance with Environmental Law.

any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take of which Borrower has actual knowledge, if Borrower learns, or is advised by any government or regulatory authority, that government or regulatory agency of private party involving the Property and any Hazardous Substance under Environmental Law Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any Borrower uses and to maintainance of the Property.

Hazardous Substances on or in the Property, Borrower shall not do, nor allow anyone else to do, anything affecting the Hazardous Substances 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

information required by applicable law.

19. Sale of Note; Change of Lender. The Note or a partial interest in the Note (together with this Security information may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known not apply in the case of acceleration under paragraph 17.

obligations becoming thereby validly remitted as if no acceleration had occurred. However, this right to reinstate shall

this Security, "environmental liability" continuing unchanged. Upon reinstatement by Borrower, this Security Instrument and the Lender's rights in the Property and Borrower's obligation to pay the sums secured by that the item of this Security Instrument, Lender's such action as Lender may reasonably require to assure including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays application law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other period as 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 security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies lesser than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this if Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not 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, in 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

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24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witness

(Seal)

TIMOTHY SCHAEFER

Borrower

Witness

  
DIANE O'CONNELL

(Seal)

Borrower

(Seal)  
Borrower(Seal)  
Borrower

92136426

92465031

STATE OF ILLINOIS, COOK

County ss:

I, PATRICIA A. WARREN

, a Notary Public in and for said

county and state do hereby certify that  
TIMOTHY SCHAEFER AND DIANE O'CONNELL, HUSBAND AND WIFE

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 80 day of FEBRUARY 1992.

  
Notary Public

My Commission Expires 9/95  
" OFFICIAL SEAL "  
PATRICIA A. WARREN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 9/95

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