

(Space Above This Line For Recording Date)

**MORTGAGE** 

Case ID: C9100968

------- Y248036

\_BOX 169

THIS MORTGAGE ("Security 'astrument") is given on

July 1, 1992

. The mortgagor is

IELAND E. MILLER, A Maryled Man and CYNTHIA N. MILLER, Higewife RECORD. T

\$35,0

. T#7777 TRAN 8950 07/01/92 12:51:00

\$2668 ♦ G ₩-92-480361 COOK COUNTY RECORDER

("Borrower"). This Security instrument is given to

CHICAGO MARTGAGE CORPORATION

which is organized and existing under the laws of

THE FATE OF ILLINIOS

, and whose

address is 1200 SHERMER, SUITE 220 NORTHBROOK, IL 60062

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

seventy-five thousand one hundred and

no/100-

Dollars (U.S. \$ 75,100.00

This debt is evidenced by Borrower's note dated the same date as this Scurily Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 1, 2022

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 coverants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and covery to Lender the following described property located in COOK.

ALL OF LOT 19, THE WEST 1/2 OF LOT 20 AND THE WEST 2 FEET OF THE EAS. 1/2 OF LOT 20 IN BLOCK 2 IN FIFTH ADDITION TO GLEN OAKS ACRES, A SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Item # 04-25-107-037 which has the address of

Illinois

60025 [Zip Code] Ward #
1016 PLEASANT AVENUE
("Property Address");

GLENVIEW

(Street, Cky),

ILLINOIS-Single Family-Famile Mae/Freddle Mau UNIFORM INSTRUMENT

-6H(IL) (aron

WMF MINRTOAGE FORMS - (\$13)283-9100 - (800)821-7381

Page 1 of 6

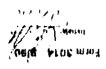
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this Security instrument, Lendor may give Borrowar a notice identifying the hen, Borrower shall satisfy the hen or take one or this Society Instrument. It Landor determines that say part of the Property is subject to a ben which may attem priority over of not oil grithmithrodes, robus for groundation management supported by the final oil for the final o by, or defends against enforcement of the fier fin, legal proceedings which in the Lender's opinion operate to prevent the withing to the payment of the obligation accured by the lieu in manner acceptable to Leader; (b) contests in good faith the lieu increaser abad prompity discharge any heal which has priority ever this Security distribution theory described

H Burrywar makoa thom paymona directly, Horrowor shall prompilly furtibal to Lender recepts evidencing the paymonis. to the person owed payment, Berrower shall prompily fittink to Lender all nedices of amounts to be part fine paragraph. Absorb sout to neal year that wavereed transminist in the contraction of the amount that the part of t which may attain priority over this Security Instrument, and leasehold payments ar ground rents, it say. Becrewer shall pay

4. Chargest Morrower shall pay all taxes, necessmonts, charges, tines and mapositions attribute to the Property third, to informed that fourth, to principal this; and last, to any late charges the under the Mole.

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3. Application of Payments. Unless applicable has provides otherwise, all payments received by render under paragraphs

of the Property, which apply any funda hold by Lander at the time of acquisition or sale as a could apply any funda hold by Lander at the time of acquisition or sale as a could apply any funda hold by thuds hold by Leader, If, under paragraph 21, Leader shall acquire or sell the Property, Leader, prior to the acquisition or sale

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twolve menthly payments, at Londor's sole discretion. shall pay to Londor the amount necessary to nake up the deficiency. Borrover Judi make up the deficiency in no nece than time is not sufficient to pay the Esectow Henns when due, Louslet may so notely Begrower in writing, and, in such case Begrower for the excess bunds in secondames with the nequirements of applicable but the uncount of the limbs held by Leader at any

if the Punda hold by Lander exceed the amounts permitted to be Late by applicable law, Lander abull account to Borrower

dobit to the Funds was made. The Punds are pledged as additional security for all sums secured by this Security Instrument. without charge, an annual accounting of the Funda, showing creatin and debuts to the Funds and the purpose to which each coworred of a vig that souch that the property that before the pair of the party and the force of the party of applicable has requires inferent to be paid, Lander adalt as it a required to pay Borrower any inferest or carmings on the Funds. used by Lender in connection with this lown, unb a applicable law provides otherwise. Unless an agreement is made or a chargo. However, Lander may regeite Borrower of pay a one-time charge for an independent rest exact tax repenting service voribing the Escrow Roms, unloss Londor pays Actrower interest on the Funds and siplicable liny permits Londor to make such isonow konne, landor may not charge floresoon for holding and applying the Funds, annually analyzing the escitor account, or (including Lander, if Landor in moteh an includion) or in any Federal Home Lander, includer chall apply the Funds to pay the

The Funda shall be held in an inclination whose deposits are insured by a federal agency, instrumentably, or entity Esserow Heats or otherwise in secondar to with applicable law.

Londor may estimate the amount of Funds due on the basis of current dats and reasonable estimates of expenditures of future sole a lossor amount, if we, tender may, at any time, collect and hold Funds it an amount not to exceed the lesser amount. 1976 as amended from and to time, 12 U.S.C. Socition 2001 et seq. ("RESPA"), uniter law timin applies to the Funds related mortgage loan they require for Borrower's escroum under the federal Red Bainte Softlement Procedures Act of Londer may, at any drive, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally the provisions of gagagaph 6, in then of the payment of mortgage insurance premiums. These items are called "Escross frams." if any; (e) yearly morigage insurance promiums, if any; and (f) any sumpable by Bostower to Lender, in accordance with ot ground toum on the Proporty, it any; (c) yearly hazard or property insurance premiums; (d) yearly flood msurance premiums, and mesosmous which may attain priority over this Security Instrument as a lice on the Property; (b) yearly leasehold payments Lendor on the day menthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yourly taxes

2. Funda for Taxes and Insurance, Subject to applicable new or to a written waiver by Landach, Borrower shall pay to principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with limited and will defend generally the title to the Property against all claims and denuards, subject to any encumbrances of record-

grant and convey the Property and that the Property is momentalbered, except for encumbrances of record. Borrower warrants BORROWER COVENANTS that Borrower is lawfully soised of the estate hereby conveyed and that the right to mortgage, instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

ixintes now or becease a part of the property. All replacements and additions shall also be covered by thus Security TOORTHER WITH all the improvements now or hereafter erected on the property, and all easements, appropriates, and

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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 earrier providing the insurance shall be chosen by Horrower 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 shandons the Property, or does not answer within 30 days a notice from Lender that the insurance earrier 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 Sorrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the mount of the payments referred to in paragraphs 1 and 2 or charge 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, Suintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Horrower shall occupy, establish, and use the croperty as Horrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to except the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in scriting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyord Jorrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wante on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civit or criminal, is begin that in Lander's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Sciurity Instrument or Lendor's security interest. Burrower may cure such a default and reass ite, as provided in paragraph 18, by causing the action or proceeding to be diamissed with a ruling that, in Lendor's good faith determination, precludes forfesture of the Borrower's interest in the Property or other nuterial emparement of the lien created by this Security Instrument or Londor's security interest. Horrower shall also be in default if Horrower, during the foun application process, gave materially false or invertate information or statements to Lender (or failed to provide Lender with any material information) in connection with the local 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 Horrower sequires for title to the Property, the leasehold and the fee title shall not morge unless Londor agrees to the morger in Writing
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's dights 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 acader 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 Horrower and Londer agree to other terms of payment, these amounts shall bear interest from the date of desbursement at the Note rate and shall be payable, with interest, upon notice from Londer to Horrower 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 promiums required to maintain the mortgage insurance in offect. If, for any reason, the mortgage insurance coverage required by Lender lapses or coases 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 offect, 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 promium being paid by Borrower when the insurance coverage lapsed or coased to be in effect. Lender will accept, use and retain those payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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payments may no longer be required, at the option of London if mortgage instituted exvelage (in the amount and for the period that London requires) provided by an institute approved by Lendon again becomes available and is obtained. Horrower 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 London or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Horrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condermation. 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 smount 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 is less than the amount of the sums secured 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 abandon at by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damage. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and aprly 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 payments 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 hade 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 proclude 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 tander 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 a most that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sots 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 lowed 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 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 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 florrower 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.
  - Burrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

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17. Transfer of the Property or Ben fixed integet to Lorrower, if all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Horrower is sold or transferred and Horrower is not a hatural 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 permutted by this Security Instrument without further notice or domand on Borrower.

- 18. Borrower's Right to Reinstate, If Horrovor 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 Londor all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cares any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects anothely payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer anothers! 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 no course 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 raid 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's 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 petroleum petroleum products, toxic petroleum petroleum products, toxic petroleum petroleum

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 parr outph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to care 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 care 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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24. Riders to this Security Instrument, if one or more Security Instrument, the covenants and agreements of this Security Instrument as if [Check applicable box(os)]	o riders are executed by Borrower and recorded together with this ch rider shall be incorporated into and shall amend and supplement the rider(s) were a part of this Security Instrument.
Adjustable Rate Rider Condomini Craduated Payment Rider Planned Ut	ium Rider nit Dovelopment Rider svement Rider svement Rider specify)
BY SIONING BELOW, Horrower accepts and agrees to in any ridor(s) executed by Horrower and recorded with it. Witnesses:	the forms and coverages contained in this Security Instrument and  (Seal)  IRIANO S. MILLER
	Social Security Number 340–32–9651  CYNTHIA N. MILITAN Social Security Number 351–32–3836
(Soul)	
STATE OF ILLINOIS, COOK that the Cook of t	County su: a Notary Public in and for said county and state do hereby certify
subscribed to the foregoing instrument, appeared before me thi	an and CYNTHIA N. MILLER, His Wife, personally known to me to be the same person(s) whose name(s) is day in person, and scknowledged that TheY free and voluntary set, for the uses and purposes therein set forthed by of July 1992
This Instrument was prepared by COMMISSION EXPIRES 8/1000	Languary Public
This Instrument was prepared by COMMISSION EXPIRES STATE OF ILLING	]g

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Loan # C9100968

#### 1-4 FAMILY RIDER

#### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 1st day of July , 1992 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

#### CHICAGO MORTGAGE CORTORATION

(the "Leader")

of the same date and covering the Property described in the Security Instrument and located at:

#### 1016 PLEASANT AVENUE GLENVIEW, IL 60025

[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire provention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, runges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, sorm doors, acreens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions ther to, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the following instrument (or the leasehold estate if the Security Instrument is on a teasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COEPLIANCE WITH LAW. Be rower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Londer its agreed in writing to the change. Berrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUHORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Londor's prior written permission.
- D. RENT LOSS INSURANCE. Horrower shall maintain insurance against rent loss in realition to the other bazards for which insurance is required by Uniform Covenant 5.
  - E. "BORROWER'S RIGHT TO REINSTATE" DELETED, Uniform Covenant 18 is defeted.
- F. BORROWER'S OCCUPANCY. Unless Londor and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in offect.
- G. ASSIGNMENT OF LEASES. Upon Londor's request, Borrower shall assign to Lendor all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Landor shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Londor's solo discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasebold.

MULTISTATE 1-4 FAMILY RIDER Fannie Mae/Freddle Mag Uniform instrument

Page 1 of 2

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VMP MORTOAGE FORME - (\$13)343-6100 - (600)921-7281

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Server Charles Garage

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H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Horrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Horrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tonant of the Property shall pay the Rents to Lender or Lender's agents. However, florrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be out to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and impaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, allower's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, acces, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any finds expended by Londer for such purposes shall become indebtedness of Horrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that bor o wer has not executed any prior assignment of the Reuts and has not and will not perform any act that would prevent Lember from exercising its rights under this paragraph.

Londer, or Londer's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Londer, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums accured by the Security Instrument are paid in full.

1. CROSS-DEFAULT PROVISION. Horrower's default or breach ender any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

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LELAND E. MILLER	-Borrowo
CYNTHIA N. MILLER	(Seel) -Borrower
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	(Seal)

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