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92593167

This instrument prepared by
and should be returned to:

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

[Space Above This Line For Recording Data]

MORTGAGE

338

THIS MORTGAGE ("Security Instrument") is given on **AUGUST 3, 1992**. The mortgagor is
ROCIO S. XAVALA, A DIVORCED FEMALE, NOT SINCE REMARRIED

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

THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**
("Lender"). Borrower owes Lender the principal sum of
EIGHTY NINE THOUSAND SIX HUNDRED & 00/100

Dollars (U.S. \$ **89,600.00**).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **SEPTEMBER 1, 2007**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in
COOK County, Illinois:

92593167

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. #: 24-17-118-034
24-17-118-035

which has the address of
Illinois

10624 SOUTH OXFORD, CHICAGO RIDGE
60415 ("Property Address");
(Zip Code)

[Street, City].

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

100-8R(IL) (9/96)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

Page 1 of

Form 3014 9/96

Amended 5/91

Initials: *[Signature]*

BOX 333

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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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Form 3014/9/90
Int'l:

Page 4 of

(1) (1) (1) (1)

be severable.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of this Security Instrument or the Note are declared to conflict with the applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be severable.

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

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by first class mail to Lender's address or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be given by first class mail to Lender's address designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's 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 or any other address Borrower uses of notice method. The notice shall be directed to the Property Address by first class mail unless otherwise specified below requires use of another method.

15. Governing Law; Severability. This Security Instrument shall be delivered by mailing it or by mailing under the Note.

Borrower, if a refund reduces principal, the reduction will be treated as a partial prepayment without an prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender or to any sums already collected from Borrower which exceed permitted limits until refunded to Borrower. permitted limit, and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the exceed the permitted limits, then: (a) any such loan charge shall be reduced so that the interest or other loan charges collected or to be paid in connection with the loan and that loan is finally interpreted so that the interest or other loan charges collected or to be paid in connection with the loan make any accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent.

16. Loan Charges. If the loan secured by this Security Instrument is subject to a loan which sets maximum loan charges, Borrower's liability under the terms of this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or extend by this Security Instrument, and (d) agrees that Lender and any other Borrower may agree to pay the sums Borrower's liability under the terms of this Security Instrument if (i) a not personally obligated to pay the sums Borrower's liability under the Note: (a) is co-signing this Security Instrument if (ii) co-signs this Security instrument but does not execute the Note; (b) is co-signing this Security Instrument only to mortgage, grant and convey that security instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements of Lender and Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower and Lender; Covenants. The covenants and agreements of this right of remedy.

17. Borrower Not Required; Payment in Advance; Note a Waiver. Extension of the time for payment of any in interest. Any forbearance by Lender in exercising any right of remedy shall not be a waiver of or preclude the exercise of any the sums secured by this Security Instrument by reason of any demand made by the original Borrower of Borrower's successors or commissaries proceedings against any successor in interest, or refuse to extend time for payment of otherwise available amortization of not operate to release the liability of the heirs of the original Borrower or Borrower's successors in interest. Lender shall not be required to amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall be required to make an extension of the time for payment of any in interest.

18. Successors and Assigns Bound; Joint and Several Liability. 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.

Lender and Borrower after this agree in writing, any application of proceeds to principal shall not extend or postpone by this Security Instrument, whether or not due.

If the property is sold and used by Borrower, or if, after notice to Borrower that the condominium 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 due.

If the property before the taking is less than the amount of the sums secured immediately before the taking, unless the property immediately before the taking is paid to Borrower, in the event of a partial taking of the property in which the fair market value of the

19. Security instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured by this Security instrument which or not due.

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 sums secured by the fair market value of the property or the note 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 applied to the sums secured by the note due.

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 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 or the note due, with any excess paid to Lender.

20. Condemnation. The proceeds of any award of any part of the property, or for conveyance in lieu of condemnation, are hereby assigned and transferred notice of the same of or prior to an inspection specifically resounding cause for the inspection.

21. Inspection. Lender or his agent may make reasonable entries upon and inspect any property. Lender shall give notice and inspect any property which any written agreement between Borrower and Lender or applicable law.

22. Inspections and examinations or other acts by Lender or his agent to determine whether or not the property is in a condition to meet minimum mortgage insurance requirements in effect, or to provide a loss reserve, until the requirement for mortgage premiums required to maintain minimum mortgage insurance is met, or to provide a loss reserve, until the requirement for mortgage premiums may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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, 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 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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Form 3014 8/90

NU AN INQUIRIES SINCE PPLS 6/26/93

Page of

NATURAL STATE OF ILLINOIS

JOHN BOLAND

OFFICIAL SEAL

Notary Public

The Instrument was prepared by:
[Signature] (1993)My Commission Expires:
5/31/93

Given under my hand and official seal, this 3rd day of AUGUST 1993
Signed and delivered the said instrument as HRS free and voluntary act of the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HRS he
personally known to me to be the same person(s) whose name(s)

ROCCO S. SAVALA, A DIVORCED PERSON, NOT SINCE REMARRIED
, a Notary Public in and for said county and state do hereby certify that

COOK County ss:

STATE OF ILLINOIS,

Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)Borrower
(Seal)

ROCCO S. SAVALA

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.

26. Riders to the 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 Condominium Rider 1-4 Family Rider
 Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Rate Improvement Rider Biweekly Paymet Rider Other(s) [Specify]
 V.A. Rider Balloon Rider
 Graduated Payment Rider Planed Unit Development Rider Second Home Rider

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Mail Subj: 2105
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000764603
10624 SOUTH OXFORD
CHICAGO RIDGE, IL 60415

LEGAL DESCRIPTION RIDER

LOTS 48 AND 49 IN BLOCK 5 IN CHICAGO RIDGE, A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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REAL ESTATE TAX I.D. #: 26-17-118-034
26-17-118-035

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