WESAV MORIGAGE CORPORATION 2211 YORK BOAD, #402 OAK BROOK, IL 60521

Loan #: 2033704 Process #:

92721526

No

(Space Above this Line For Reconfing Date)

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

September 16 19 92

The mortgagor is EDWARD \$. SEGRAVES and DONNA C. SEGRAVES, HIS WIFE

("Borrower").

This Security Instrument is given to WESAV MORIGAGE CORPORATION

whose address is

9060 E. VIA LINDA STREEP, SCOTTSDALE, AZ 85258-5146

("Lunder").

Borrower owes Lender the principal sura of

One Hundred Three Thousand and No/100

Dollars (U.S. \$ 103,000.00 ). 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 OCCODER 1, 2022 . This S cur ty 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 (e) 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,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

DEPT-01 RECORDING 129.56 140010 TRAN 3178 09/29/92 12:46:00

#3156 # #-92-721526 COOK COUNTY RECORDER

9272152**6** 

# DO

which has the address of

200

PAAR NILES CENTER ROAD

SKOKIE

[Street]

Illinois

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and tixtures now or hereafter appart of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is related to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

Form 3014 9/90

Page 1 of 4

21287-C-0892/WORTHERM ILLINOIS TITLE INSURANCE COMPANY-KRIE DI

LD00427 (8/01)

92721526

Property of Cook County Clerk's Office

UNIFORM COVENANCS has been all Lande town of Milliance of Johnson.

1. Payment of Principal and Interest; Frequence and Late Charges. Borrower shall promptly hay when due the principal of and interest on the debt evidenced by the Note and any prepayment and tate charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written when the Note is Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in fall, a sum (Funds.) for: (a) yearly taxes and assessments which may attain priority over this Security Insurant has been paid in fall, a sum (Funds.) for: (a) yearly taxes and assessments which may attain priority over this Security Insurant has been paid in the Frence priority (payments) and payments are due to the payment of the payment insurance premiums. (d) yearly flood insurance premiums, if any; (e) yearly flood insurance premiums, (d) yearly fl

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and Punds held by Lender. If under root graph 21, Lender shall acquire or sell the Property, Lender, print to the acquisition or sale of the Property, shall apply any-based, held by Lender at the time of acquisition or sale as a credit against the sams secured by this and 2 shall be applied. If style to any prepayment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied. If style to any prepayment charges due under the Note; second, to amounts payable under paragraphs 2 shifted to interest dice, fourth, to principal doi: and last, it amy late transges due under the Note; second, to amounts payable under paragraph 2, third to interest dice, fourth, to principal doi: and last, it amy had to a second to amounts payable under paragraph 2, third to interest dice, fourth, to principal doi: and last, it amy had to a second to a mounts of the Property which may until priority over this Security and the Note of the Property which may until priority to the payable to the lien in a green payable to Lender; (b) contests in good full the lien and payable to the payable to the lien in a green payable to Lender; (b) contests in good full the lien and payable to the payable to the lien and payable to the lander of the lander of the payable to the lien and payable to the lander of the lander of the security lies under 1, lender may give Borrower at 10 the lien and payable to the payable to

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 premium being paid by Burrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Burrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, ase and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may not longer be required, at the option of Londer; if mortgage insurance in lieu of mortgage insurance. Loss reserve the payments are not as a constant of the payments are not as a constant of the payments are not as a constant of the payments are not such as a constant of the payment of the payments are not such as a constant of the payments are not such as a constant of the payment of the payments of the payments of the payments of the payments are not such as a constant of the payments of the payments

without the conflicting provision. To this end the provisions of this Security and rument 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.

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 Engrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in out's fall sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law so of the date of this Security Instrument.

16. 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 wast 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 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) cares any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including that the lien of this Security Instrument, Lender's rights in the Property and Borrower, this right to reinstate sh paragraph 17 19. Sul

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.

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.

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.

removal or other remediation of any Hazardous Substance altecting the Property is necessary, Borrower shall promptly take all necessary remediat 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 COVINARIA dopower and leader name rovement and accelerations:

21. Acceleration; Remedies. Leader 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 relastate 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 online may require immediate onyment in full of all sums secured by this Security Instrument without further demand and 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 puraning 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. 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(cs)]. 1-4 Family Rider Condominium Rider Adjustable Rate Rider **Biweckly Payment Rider** Graduated Payment Rider Planned Unit Development Rider Second Home Rider Rate Improvement Rider Balloon Pader [ ] Other(s) [specify] BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Bo rower and recorded with it. Witnesses EDWARD \$. SEGRAVES Social Security Number: 360-46-4388 Social Security Number: 347-48-4553 Social Security Number: ...(Scal) Local Security Number:

State of Illinois,

COOK

MX.

The foregoing instrument was acknowledged before me this EDWARD S. SECRAVES and DONNA C. SECRAVES

County ss:

16th day of

Septemb≥r

, 19 92, by

The state of the s

Notery Public

A CHARLES TO THE COURT

Witness my hand and official seal.

EXHIBIT "A" Legal Description

THE SOUTH 5 FEET OF LOT 5, ALL OF LOT 6 AND 7 (EXCEPT THE SOUTH 5 FEET OF SAID LOT 7) IN BLOCK 2 IN METROPOLITAN'S LARAMIE NILES CENTER ROAD GARDENS, BEING A SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE IN HUXHOLDS ADDITION TO NILES CENTER, BEING A SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF LANDS OF LUDWIG AND NORTH OF THE SOUTH LINE OF MICHEL NELLESSON INCLUDING ALSO THE NORTH 36 RODS SOUTH OF AN ADJOINING TO THE NORTH 24 RODS OF THE WEST 22 RODS OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 28, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TINDE.

PERMANENT INDEX NUMBER: 10-28-122-041

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