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AFTER RECORDING MAIL TO:

COMERICA MORTGAGE CORPORATION 3701 Namiin Road ... Auburn Hills, MI 48326

1992 OCT 15 AN OF 30

92764941

Attention: POST CLOSING DEPARTMENT

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| MORTGA | GE | 3/ |
| THIS MCRIGAGE ("Security Instrument") is given on 9 Herbert Hoffman, h | ctaber 12, 1992 is wife | . The mortgagor |
| | | whose address |
| 1746 Keyland Courcy Evanston, 11 60201 This Security Instrument is given to COMERICA BANK - 1 | ************************************** | |
| This Security Instrument is given to COMERICA BANK - 1 | ILINOIS, a State | Banking Associat |
| which is organized and existing under the laws of the Sta 5044 Rose Street, fron Lin Park, IL 601 | 3 1 | ("Lende |
| Borrower owes! ender the principal surn of Sixty Five 1 | bousend and no/ | 100 |
| payments, with the full debt, if not paid earlier, due and payable of instrument secures to Lender: (a) the repayment of the debt evid extensions and modifications of the flote; (b) the payment of all of | enced by the Note, with in | nterest and all renewals |
| o protect the security of this Security Instrument; and (/) this per under this Security Instrument and the Note. For this purpose, Brunder the following described property located inCook | formance of Borrower's corrower does hereby mort in 5 Evanston subdiving 15 Township 41 I | covenants and agreements tgage, grant and convey to County, Illinois: VISION OF THE HORTH, RANGE 13, |
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| O protect the security of this Security Instrument; and (2) this per under this Security Instrument and the Note. For this purpose, Brunder the following described property located in | formance of Borrower's corrower does hereby mort of the county and the county and the county and the county are the county and the county are the county and the county are the county ar | covenants and agreements trage, grant and convey to County, Illinois: VISION OF THE HORTH, RANGE 13, |

BORROWER COVENANTS that Borrower is lawfully seised 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.

breasting soods or hooding, for which Lender requires traumence. This insurance shall be maintained in the amounts and A tentand or Property Insurance. Bortower shall keep the Improvements now existing or hereafter erected on the tentantly insurant loss by line, hereafter the lenth the term extended coverage and say other hazards, and say other hazards, and say other hazards are sent to the property of the property of

strower shall setting the liest or take one or more of the actions set forth above within 10 days of the giving of notice. mountain many attent priority over this Security Instrument, Lender may give Borrower a notice Identifying the Non. a subcruitering the tion to the Security instrument. If Lender determines that any part of the Property is subject to the previous the endocromment of the fient or (c) secures from the holder of the iten an agreement satisfactory to A method to the payment of the obligation sectured by the tien in a manner acceptable to Lender; (b) contests in the tien by, or defands against enforcement of the tien in, legal proceedings which in the Lender's opinion microson stack promysty discreage any hen which has priority over this Security instrument unless Borrower: (a)

Lender receible widercard the personner. If Borrows, makes these payments directly, Borrower shall promptly furnish to Charges; Linna. Borrower shall pay all trosse, assessments, charges, fines and imposition, attributable to the charges, fines and imposition, attributable to the charges and issessionid payments or ground rents, if any the manner in the memory in the person ower break promptly hundred to Lender as notices of any them of the transfer of the charges of the transfer this charges of the transfer this charges of the transfer this charges the transfer to the charges and the charges are the charges and the charges are charges and the charges and the charges are charges and the charges and the charges are charg

mentalistics of the state of th * Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under

of the Property, what apply any Funds held by Lender at the time of ecquisition or sele as a credit against the Funds held by Lander, If, under paragraph 21, Lender shall acquire or sen ine Property, Lender, prior to the acquisition Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any

the deliciency in no more than twelve monthly payments, at Lenders sole discretion. and in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make by sinder at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing. Contomer for the excees Funds in accordance with the requirer lents of applicable law. It the amount of the Funds held If the Funds held by Lender exceed the amounts perhalted to be held by applicable law, Lender shall account to

Funds are pleaded as additional security for all sums secured by this Security Instrument. Funds, showing credits and debits to the Funds and the numpose for which each debit to the Funds was made. The I have at the paid on the Punds. Lender sive to Borrower, without charge, an arrival accounting of the und to pay Borrows any interest or samings on the Funds. Borrower and Lender may agree in writing, however. ed for liens somerg a reade or supplicable law requires interest to be paid, Lender and tot be perdent real setate tax reporting sen co lesd by Lender in connection with this loan, unless applicable law tender to make such a charge (4 owever, Lender may require Borrower to pay a one-time charge for an The Carrow factor, it Lender to purify the form of in any Federal Home Loan Bank. Lender shall apply the Funds to holding and applying the Funds, annually analyzing the room account, or verifying the Earlow fems, unless Lender pays Borrower interest on the Funds and applicable law The Funds about to it is institution whose deposits are insured by a federal agency, instrumentality, or entity

The state of the second the leaser amount. Lender may estimate the amount of Funds due on the smount of funds due on the smount data. And resconding of estimates of expenditures of future Escrow fiems or otherwise in accordance with The enoting law that applies to the Funds sate a lesser amount. If so, Landor may, at any time, collect. The measurable which may auant priority over this becurry instrument as a sien on the Property. (b) yearly instrument as a sien on the Property. (c) yearly instrument of property insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (i) any eutre payment of mortgage insurance premiums, if any; and (ii) any eutre payment of mortgage insurance payment. The payment of mortgage insurance insurance insurance insurance insurance insurance insurance insurance insurance insurance. Lander insurance insurance in an amount not to insurance insurance insurance insurance. Lander insurance insuran to the first and the company payments are due under the Mote, unit the Mote is paid in full, a sum ("Funds") for: (a) was the company and the Property; (b) yearly instrument as a lien on the Property; (b) yearly instrument as a lien on the Property; (c) yearly instrument as a lien on the Property; (d) Terms for the first and insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sense for the first in full a sum ("Funds") for: (8)

the detailed of end three details and end end end end end propertient and late charges due under the 1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due

INNEON COVENANTS, Bottower and Lender covenant and agree as follows: garging Animious pA (rulediction to considers a uniform security instrument covering rest property. THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform coverants with



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.

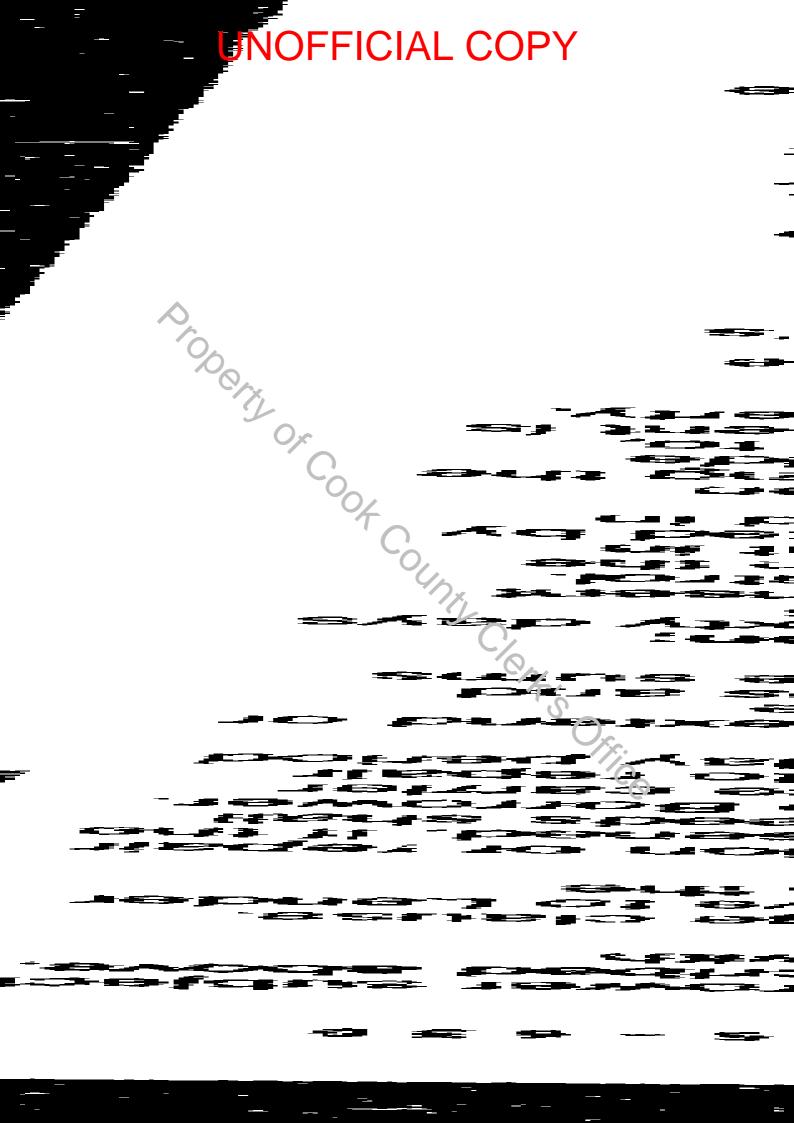
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct 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 Born:wer, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for demages, Borrower falls to respond to Lender within 30 days after the date the notice is given, Lender is authorized to conect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Becamin 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 Walver. 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 a cured 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 walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Cr-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 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 me terms of this Security Instrument or the Note without that Borrower's consent.
- ta 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 misking 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 Lander 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 panificaph.
- 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.



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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 falls 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 it judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays a ender 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 now the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrowei 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 gives without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collect; 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 toxic 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; Flemedies. 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 fullure 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.

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| | e riders are executed by Borrower and recorded together this Security Instrument as if the Ader(s) were a part of th | ************************************** |
| | | 23. Walver of Homestead. Borrower waives all right |
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| | his Security Instrument, Lender whall release this Security | it wil herricae armie ile in tramiser anni i esselletti 🕰 . |