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P.O. BOX 33213

CHARLOTTE, NORTH CAROLINA

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MORTGAGE

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COOK COUNTY RECORDER

THIS MORTGACIE ("Socients Instrument") is given on OCTOBER 9, 1992 RALPH J. POLITANO

. The mortgagor is

AND DENISE L. MALY-POLITANO, HUSBAND AND WIFE

("Borrower"). This Security Instrument in gives to BARCLAYSAMERICAN/MOSTGAGS CORPORATION

92770530

which is organized and existing under the laws of "THE STATE OF NORTH CAROLINA

and whose

address is 5032 PARKWAY PLAHA BOULEVARD #6

CHARLOTTE, NORTH CAROLINA

ONE HUNDRED TEN THOUSARD

AND 00/100

Collans (U.S. \$

O'Londor"). Rorrower cases Londer the principal sum of

110.000.00

This debt is ovidenced by florrower'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 FOVEMBER 1, 2022

This Security Instrument Actives to Longler: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Niste; (b) the payment of all other minu, with interest, advanced under paragraph 7 to A protect the security of this Security Informment; and (c) the performance of Borrower's coverants and agreements under this Security Instrument and the Note. For this purpose, Burrower does hereby mortgage, grant and convey to Londor the following described property located in COOK

LOT FORTY EIGHT (48) IN WARREN J. PETERS' FRIENDLY OAKS SUSDIVISION. BEING A SUBDIVISION OF THE WEST FALF OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP DE NORTH, REMGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPTING THEREFROM THAT PART HERETOPORE DEDICATED FOR PUBLIC EIGHWAY BY DOCUMENT NUMBER 11113019. ACCORDING TO PLAY OF SAID SUBDIVISION REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1957, AS DOCUMENT NUMBER 1732805, IN COOK COUNTY, ILLINOIS.

28-21-121-022

which has the address of 16101 DEBRA DR., OAK FOREST 60452 ("Property Address"); Himney

Street, CHy .

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And the Florida was made. The Florida are plediged as additional learning for all successed by this Security Instrument. fixes doubly rol anoqueq add hen abused add at suited hen athers always, abused with to grittunous another as regions made newword at a wind linds and month and the paid on the Sunds, London to the Sunds. London to the Sunds and Linds and abited for the transfer for the following the following the Posts of the Posts and the to observe in consention with this loss, with the base, while the provides otherwise. Unless an agreement is made or School between London may require Borrower to pay a one-time charge for an independent ruel satate tax reporting nervice the Stores terms, univer pare Parents interest on the Punds and applicable law pertribs Londer to make such Mecanic Limits, Lander any not charge Borror of the bishling and applying the Funds, anninkly analyzing the secrow account, in (madedly), if Leader is such an internal or in any Pederal Home Loan Bank. Lender shall apply the Punds to pay the Villes to , villatmenterships, (vonege levebol a ve benesst on an entered souther monthly, on at black and Hade wheely belly. wind eldiolique abire and brown at esteroito to small worse

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2. Franch for Texas and Inversence, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to principal of and brown on the delst evidenced by the Note and may propagate and late charges due under the Note.

I. Permitted and Indocuted Seeparation and Late Charges, Borrower shall promptly pay when due the LINITISEM COVENANTS, Borrower and Landor covenant and agree on follows:

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betimil dilw atnanavuo mentinu-non bas ess lanohan sel annavena desaltas analessos TVBMUSTEM YTGALDAR AHTTOM will defend generally lies title to the Property against all claims and decrement, subject to any encumbrances of record. SOUNDAMEN COVENANTS that Southwest is impensed, except for encumbrances of moored. Business warments

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through the correction as part of the prespectly. All replacements and adultions shall also be corrected by this Security tion, accommon and the best (Vrisdon) and no between the property, and all someone on the HTIW RHITHIGH

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5. Hazard or Property listuance florrower shall keep the improvements new existing or hereafter erected on the Property insured against loss by fire, hazards included within the jerm "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 Londer 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 Leader and Borrower etherwise 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 Leader's security is not lessened. If the restoration or repair is not economically feasible or Lander'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 36 days a notice from Leader that the insurance carrier has offered to settle a claim, then Leader may collect the insurance proceeds. Leader 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 mouthly 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, Horrower shall occupy, establish, and use the Property as Be grower's principal residence within sixty days after the execution of this Security instrument and shall continue to accupy 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 Rorrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or corunit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begut that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by (sis focurity Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 15, 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 tracturate 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 printipal 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 to less Lender agrees to the merger in writing
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the evenants 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 hankruptcy, 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 lieu which has priority over this Security Instrument, apporting 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.

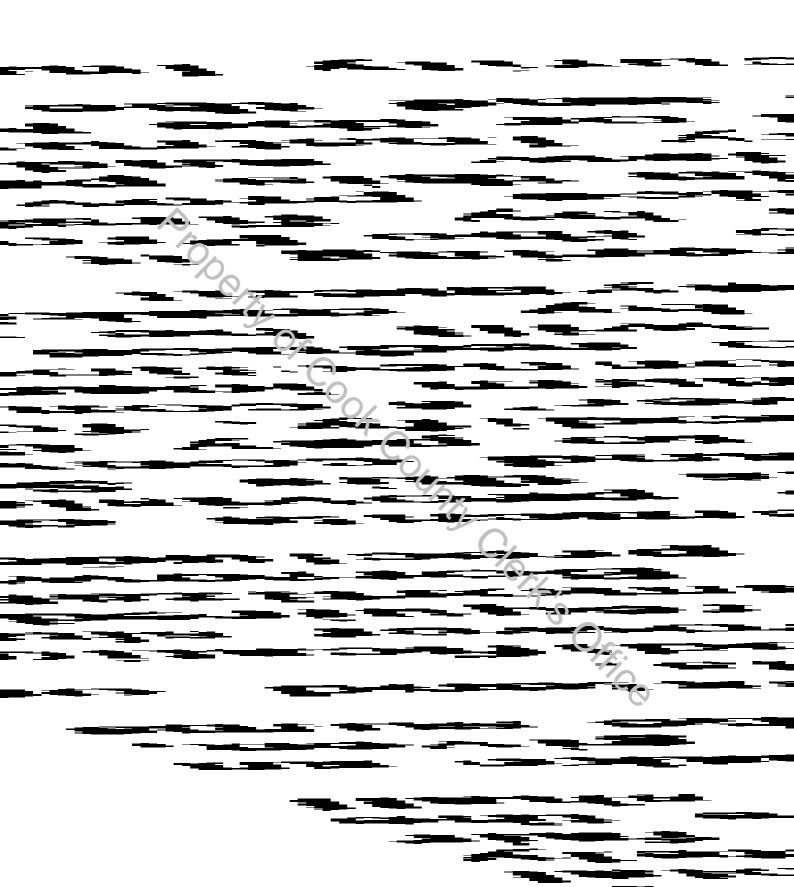
Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lander required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiures required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lander 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 menth a sum equal to one-twolfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in offect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

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 17. Transfer of the Property of a temelical Interest in Borrower, It 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 on 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 Londer if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender examines 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 sams prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without lurther notice or demand on Borrower.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have entocement of this Security Instrument discentinued 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 entoccing 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) cares any default of any other coverants or agreements; (c) says all expenses incurred in enforcing this Security Instrument, under 'g, but not 'incited to, reasonable attorneys' toes; and (d) takes such action as Londer may reasonably require to assure that the inea of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument and the obligations secured hereof shall continue unchanged. Upon veinstatement by Borrower, 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 morally 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. Hazardoni Substances. Horrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardoni Substances on or in the Property. Borrower shall not do, nor allow anyone clae 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 Hazardonia 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 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, "Bazardous 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 pesticules and herbicides, volatife solvents, materials containing asbestos or formuldehydo, and radioactive materials. As used in this paragraph 20, "Environmental Law" riesans federal laws and laws of the jurisdiction where the Property is located that relate to health, satety or environmental projection.

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

- 21. Acceleration: Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any coverest 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 express 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, Londor shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordat on costs.
 - 23. Whiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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