

### 92176726

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#### MORTGAGE

MITTIER H. SERDBERG, A BACHELOR THIS MORTGAGE ("Security Instrument") is given on 5 eptember. . 7 r stropegatom and

("Sorrower")

This Security Instrument is given to MID WEST

and whose address is which is organized and existing under the laws of 1 L L I # 0 I s CORPORATION SICNITII

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Borrower ower Lender the principal sum of Sixry One Thousang politars and novion (\_repage\_)

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to brotect the security of this (educity instrument; and (c) the performance of Borrower's coverants and agreements extensions and modified the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 instrument secures to liend arr. (a) the repayment of the debt evidenced by the Mote, with interest, and all renewals. ٠, payments, with the 'ut debt, it not paid earlier, due and payable on 0 c t c b e c This Security 2 2 0 2 Dollars (U.S. \$ 6.000.000). Which provides for this Security Instrurnent (Note), which provides for morthly evidenced by Borrowir's note dated the same date as this Security Instrurnent (Note), which provides for morthly

County, Illinois: Lender the following described pr very located in cook under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to

SOUTH OF THE CHICAGO, ST. LOUIS AND ALLON RAILROAD, IN COOK COUNTY, ILLING TOLING AND THAT PART OF THE TRING PRINCIPAL NERIDIAN, LYING CHEST OF LAND OF JOSEPH RABIT!) AND THE NORTHWEST 1/4 OF SECTION 33, 1/4 AND THAT PART PART OF THE FAST THE SOUTHWEST 1/4 AND THE NORTHEAST 1/4 AND THE NORTHEAST LAGRAND OF THE SOUTHEST THE SOUTHEST THE SOUTHEST HAEST 1/7 VAD THE RORTHERST 1/1 V SORCIAISION OF THE SOUTHERSI

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COOK CONTAIN RECORDER

[AIC] MIFFOR RESIRES

:("Property Address"): 08709 SIOURIE [Jaans] which has the address of 133812 GNOCH HIBON ZOZ 0-905-55-81/810-905-25-81:# \_\_0.i \_ x & I

covered by this Security Instrument. All of the foregoing is referred to in this (security inclument as the "Property" appurenances, and indures now or hereafter a part of the property. All replacements and additions shall also be TOCETHER WITH all the improvements now or hereafter erected on the property and all easements. [Sp Code]

encumbrances of record. BORTOWER WARTARIES AND WILL DEFECTED THE TIBE TO THE PROPERTY AGAINST AND CERTAINS, SUBJECT TO ANY mortgage, grant and convey the Property and that the Property is unencumbated, except for systembrances of record. BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to

FORM 3014 9/90

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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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

- Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due
  the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the
  Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender of Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or variving the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate of reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower and Viderest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all surns secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrows: for the excess Funds in account to evit the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve month? Payments, at Lender's sole discretion.

Upon payment in full of all sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or soil the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

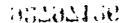
- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, recorges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and I selehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2.0, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments, directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lie i an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument. Lender may give Borrower according identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or the Arabid 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 falls 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.

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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 carner 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. Occupantiff. 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 on a year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonar by vithheld, or unless extenuating circumstances exist which are beyond Borrower's control Borrower shall not destroy. Tamage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in ricefault 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 faile or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in collineation 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.
- 7. Projection of Lender's Rights in the Propern, if Borrower fails to periorm 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, or 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 uniqueness secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attrimitys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph. 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 nicitigage 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 yearty mortgage incurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accapt, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer or required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the remiums 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 agreemen: between Borrower and Lender or applicable law.

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person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower's not a natural 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest

6. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

Note are declared to be severable.

jurisdiction in which the Property is located. In the event that any provision or dause in 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 applicable law, such conflicting provision. To this end the provisions of this Security Instrument and the Which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the

as provided in this paragraph. notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given mailing it by first class mail unless applicable law requires use of anot remethod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Land it designates by notice to Borrower. Any sits class mail to Lender's address stated herein or any other address Land it designates by notice to Borrower. Any state class mail to Lender's address stated herein or any other address Land it designates by notice to Borrower. Any state class mail to Lender's address stated herein or any other address Land it designates by notice to Borrower. Any 14. Motices. Any notice to Borrower provided for in this Security instrument shall be given by delivering it or by

will be treated as a partial prepayment without any prepayment 🕁 📲 under the Mote. principal owed under the Note or by making a direct payment to florrower. If a refund reduces principal, the reduction exceeded permitted limits will be refunded to Borrower. Linde, may choose to make this refund by reducing the connection with the loan exceed the permitted limits, th(n: (a) any sums already collected from Borrower which necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which

charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in 13. Loan Charges, if the loan secured by this Security Instrument is subject to a law which sets maximum loan

Instrument or the Note without that Borrower's Carsent. not personally obligated to pay the sums secure; by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree the extend, modify, forbear or make any accommodations with regard to the terms of this Security Postsonally agrees that Lender and any other sources and the security of the securi mortgage, grent and convey that Borrov er's interest in the Property under the terms of this Security Instrument; (b) is co-signs this Security Instrument but does not execute the Mote: (a) is co-signing this Security Instrument andy to only reworted and listerest bris thing ad lists strements and agreements the joint and several and sev 12. Successors and Assign. Bound; Joint and Several Liability; Co-signers. The coverants and agreements of this Security instrument shall bind and be successors and assigns of Lender and Borrower, subject to the

suy right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Superior of strong continus the original through the sums secured by this Security Instrument by reason of any interest. Lender shall not be a waiver of commence proceedings against any successor in interest or refuse to extend interest. Lender shall not be a waiver of commence proceedings against any successor in interest or refuse to extend interest or educed to say successor in interest or commence proceedings against any successor in interest or commence or commence or the continuent of the continuent

11. Borrower #34 Released; Forbearance By Lander Not a Waiver. Extension of the time for payment or

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the last of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such

Property or to the sums secured by this Security Instrument, whether or not then due. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condernor offers to make an award or settle a datin for damages, Borrower tails 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 notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the

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 investigated to the taking is equal to or greater than the amount of the aums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, 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 areals be reduced by the annual faction; (a) the total amount of the sums secured immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial value of the Property in which the taking. Any balance shall be paid to Borrower, in the event of a partial smount of the sums ascured 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 in writing or the truncalisately before the taking, unless Borrower and Lender otherwise agree in writing or inners applicable take otherwise forceeds shall be applied to the sums secured by this Security in the sums are then are the taking or the function of the sums are then are the truncal secured by the sums are the sum as the the sum as the sum as the truncal secured by the sum as the truncal secured by the sum as the truncal secured by the sum as the truncal security.

assigned and shall be paid to Lender.

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

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.

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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 Burrower 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 by 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 Substituces. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or 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 criften 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, cafety or environmental protection.

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

- 21. Acceleration: Remedies. Lender shall give notice to Sorlower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (Fut 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 chall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to.
- 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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