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92814613

LOAN # 9004823

PREPARED BY AND MAIL TO:

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



92814613

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 26th, 1992** by **FRANK L. BURNETTE and ELAINE P. BURNETTE, HIS WIFE, AS JOINT TENANTS** ("Borrower"). This Security Instrument is given to **AMERICAN NATIONAL BANK OF BENSENVILLE, N.A.**,

DEPT-01 RECORDING \$31.50
T#1111 TRAN 9686 11/02/92 11:44:00
\$6088 A *-92-314613
COOK COUNTY RECORDER

which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose address is **133 W. GRAND AVENUE
BENSENVILLE, IL 60106**

SIXTY FIVE THOUSAND & 00/100 Dollars (U.S. \$ 65,000.00). 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 **NOVEMBER 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 **TAX ID #: 07-25-306-027 VOLUME NO.: 187 COOK** County, Illinois:

LOT 27 IN BLOCK 7 IN WINSTON GROVE SECTION 21, BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER AND THE WEST QUARTER OF THE SOUTHEAST QUARTER (TAKEN AS A TRACT) OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID TRACT THE SOUTH 20 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

92814613

which has the address of **717 UTAH CIRCLE
60007** (**Property Address**);
ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP-8A(IL) (9109) 9004823 VMP MORTGAGE FORMS • (319)203-8180 • (800)521-7291

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Form 3014 9/90
Amended 5/91
Initials: *31/8C*

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Form 3014-8/98
Initials: *JG*

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Initials: *JG*

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of the actions set forth above within 10 days of the giving of notice.

Security instrument, Lender may give Borrower a notice terminating the security instrument covering the lien or take one or more steps to terminate it if Lender determines that any part of the Property is subject to a lien which may affect the title to this Security instrument or the lien or (c) secures from the holder of the lien an agreement satisfactory to Lender stipulating the lien to be subordinate to the lien of the holder of the lien, or delegates authority to Lender's attorney to proceed in the lien in a manner acceptable to Lender, (b) conveys to the payee of the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) conveys to the payee of the payment of the obligation secured by the lien in a manner acceptable to Lender, (a) agrees in

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in

borrower makes payment directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If payment is made prior to the maturity provided in paragraph 2, or if not paid in that manner, Borrower shall pay directly to the obligator which may have priority over this Security instrument, and leasehold payments or ground rents, if any, Borrower shall pay directly to the

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property which, to meet due, failure, to promptly, to any late charges due under the Note.

5. 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;

Security instrument.

Upon payment by Lender of all sums secured by this Security instrument, Lender shall remain to Borrower any Funds held by Lender, II, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the

upon payment by Lender, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this

to Lender the amount necessary to make up the deficiency in the more than twelve monthly payments, a sole discretion.

If the Funds held by Lender exceed the amounts permitted by this Security instrument,

The Funds are pledged as additional security for all sums secured by this Security instrument.

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 debt to the Funds was

Lender may agree in writing, however, any 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, Lender shall receive or claimings on the Funds, Borrower and

Lender in connection with this loan, unless applicable law so provides otherwise. Unless an agreement is made or applicable law

However, Lender may require Borrower to pay a reasonable charge for an independent real estate service used by

the Escrow Lien, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge.

Lender may not charge Borrower for holding the Funds and applying the escrow account, or verifying

Lender, if Lender is such an institution, whose depositors are insured by a federal agency, instrument, or entity (including

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrument, or entity (including

otherwise in accordance with applicable law.

any amount of Funds due on the basis of current data and reasonably estimate of expenditures of future Escrow items or

amount, if so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, Lender may

amounted from time to time, U.S.C., Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds less a federal

mortgage loan may require Borrower's escrow account under the general Real Estate Settlement Procedures Act of 1974 as

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

program of payment, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

any); (c) yearly mortgage insurance premiums, if any; and (d) any sums payable by Borrower to Lender, in accordance with the

and assessments which may affect this Security instrument as a lien on the Property; (b) yearly leasehold premiums, if

Lender on the day money payable in accordance with the Note is paid in full, a sum ("Funds") for: (a) yearly taxes

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

participial of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Prepayment and Interest, Prepayment and Late Charges. Borrower shall promptly pay when due, the

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

THIS SECURITY INSTRUMENT combines uniform security instrument covering real property.

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

All of the foregoing is referred to in this Security instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, All replacements and additions shall also be covered by this Security instrument, and fixtures now or hereafter erected on the property, All replacements and additions shall also be covered by this Security instrument, and

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5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter effected 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 3014/8/8A
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Part II (U) 1910/

the severable.

given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be satisfied in which the Property is located, in the event that any provision of this Security instrument or the Note is declared to be severable.

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

Lender shall hereinafter address notices to Borrower. Any notice to Lender shall be given by first class mail to Lender's may other address Borrower designates by notice to Borrower. Any notice to Lender shall be given by first class mail to Lender's by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or by mailing it or by delivering it to the Borrower provided for in this Security instrument shall be given by deliverying it or by mailing it to the Lender.

14. Notices. Any notice to Borrower or Lender given under the Note is given as provided under the Note.

However, if a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower a trustee and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower, provided the trustee and (a) any such loan charge shall be reduced by the amount necessary to reduce the charge in the exceed the permitted limits, then: (a) the amount necessary to reduce the charge in the loan is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and the note is accurate by this Security instrument is subject to it as well as all other terms of this Note.

15. Joint Charge. If the loan is accurate by this Security instrument or the Note without limit Borrower's consent.

make any assignments with regard to the terms of this Security instrument or the Note without limit Borrower's consent. Borrower's interest in the Property under the terms of this Security instrument (b) is not personally enforceable to pay the sums borrowed by this Security instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or amend the terms of this Security instrument to extend the payment period of Borrower's security interest in the Property under the terms of this Security instrument; (d) is co-signing this Security instrument only to mortgagee, trustee and conveyee instrument but does not execute the Note; (e) is not personally liable for any amounts secured by this Security instrument but does not execute the Note; (f) is not personally liable for any amounts secured by this Security instrument only to mortgagee, trustee and conveyee, Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender until Borrower, subject to the provisions of Security instrument shall remain in force in writing, any application of proceeds to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

16. Borrower Not Released; Rebuttable Estoppel Clause. Extension of the time for payment or modification of this Note or remedy. Any forbearance by Lender in exercising any right or remedy not be a waiver of or preclude the exercise of any in interest. Any forbearance by Lender in exercising any right or remedy not be a waiver of or preclude the exercise of any the sums received by this Security instrument by reason of a voluntary Board of Directors or Borrower's successors or commissaries proceedings any successor in interest of a trustee to extend the time for payment otherwise similarly amortization of camion to release the liability of the original Borrower's successors in interest, Lender shall not be required to not provide to the trustee of the original Borrower's successors in interest to any successor in interest of Borrower shall of amortization of the sums received by this Security instrument granted by Lender to any successor in interest of Borrower shall of the Property is held by Lender to Borrower that the creditor of the time for payment or modification of this Note or remedy.

17. Borrower's Covenants and Agreements. The covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument shall bind and benefit the successors and assigns of Lender until Borrower, subject to the provisions of Security instrument shall bind and benefit the successors and assigns of Lender until Borrower's consent.

18. Successors and Assigns; Joint and Several Liability Co-signers. The covenants and agreements of this Security instrument shall bind and benefit the successors and assigns of Lender until Borrower's consent.

If the Property is held by Lender to Borrower, or if, after notice to Borrower that the creditor of the time for payment or modification of this Note or remedy is not the sums secured by this Security instrument whether or not the sums are due, Lender is authorized to collect and apply the proceeds, at its option, either to reapplication of capital of the Property or to the sums secured award or settle a claim for damages, unless 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 reapplication of capital of the Property or to the sums secured by this Security instrument whether or not the sums are due.

Borrower and Lender agree in writing or unless unenforceable law otherwise provides, the proceeds shall be applied to the Property immediately before the taking, unless Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

will deduct from the amount of the proceeds immediately before the taking, unless Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender

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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 9/90

1901 SOUTH MICHIGAN AVE., SUITE 300 MIDWEST MORTGAGE SERVICES, INC. RECORD AND RETURN TO: JENNIFER BORTNER	
This instrument was prepared by: DE BRA M. LENIUS	
Notary Public MY COMMISSION EXPIRES 1/30/94	
DE BRA M. LENIUS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 1/30/94	
Given under my hand and delivered the said instrument at the place and volume ac, for the uses and purposes herein set forth, signed and delivered the said instrument, appeared before me this day in person, and acknowledged that it is my subscriber to the foregoing instrument, upon which name(s) whose name(s)	
Frank L. Burnette and Elatine P. Burnette, His Wife	
a Notary Public in and for said county and state do hereby certify that	
I, the undersigned	

STATE OF ILLINOIS	
-Lender (Seal)	DuPage County ss: -Borrower (Seal)
ELATINE P. BURNETTE (Seal)	
FRANK L. BURNETTE (Seal)	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in
 my rider(s) executed by Borrower and recorded with it.

- Witnesses:
- Check applicable box(es)
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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
 the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement
 this Security Instrument, its covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- Adjutable Rate Rider Conditional Rider 1A Family Rider
 Creditable Payment Rider Planned Unit Development Rider Biweekly Payment Rider
 Fixed Rate Rider Rail Impovement Rider Second Home Rider
 V.A. Rider Balloon Rider Officer(s) [Specify]

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