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Borrower shall promptly discharge any liability over which he 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) contributes in good faith the lien security to the payment of the obligation secured by the lien which has priority over this Security Instrument until such time as the parties have agreed otherwise; or (c) secures from the holder of the lien an agreement satisfactory to Lender to subordinate to Lender's subordination agreement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien in, or (d) contributes in good faith the lien security to the payment of the obligation secured by the lien which has priority over this Security Instrument until such time as the parties have agreed otherwise.

4. **Chargess; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay claim on due date by the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes false statements directly before or thereafter which cause Lender to suffer loss or damage in the enforcement of his rights, he shall be liable to Lender for damages caused by such acts.

2 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.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender, if, under paragraph 21, Lender shall acquire or sell 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.

If the Funds held by Lender exceed the amount permitted to be held in a particular State, Lender shall account to Borrower for the excess Funds held by Lender and pay the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve months following the date of the deficiency.

The Funds shall be held in an institution, whose deposits are insured by a federal agency, insurmountability, or entity (including Lender, if Lender is such an institution) or in my Federal Home Loan Bank. Lender shall apply the Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or certifying 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 non-nominal charge for an independent real estate law reporting service used by Lender in connection with his loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires otherwise, Lender shall not be required to pay all sums secured by this Security instrument. The Funds are pledged as additional security for all sums secured by this Security instrument.

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

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

ARTICLES BY JURISDICTION OR DIVISION SECTION COVERAGE IS AS SHOWN COVERS THE PROPERTY UNIFORM COVENANTS. BOTTWER AND LEHR COVENANT AND AGREES AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform usage for national use and non-uniform covenants with limitations generally used by property owners in claims and demands, subject to any encumbrances or record.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage and convey the Property and that the circumstances, except for encumbrances of record, Borrower warrants and

Fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, including, but not limited to, all improvements now or hereafter placed on the property, and all easements, appurtenances, fixtures,

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**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected 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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**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 is declared invalid or unenforceable, such provision or clause shall be severed from the rest of this Note and the Note will remain in full force and effect without the conflicting provision. To this end the provisions of this Note are declared to be severable.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it under the Note.

15. Instruments. Any notice to Borrower or Lender given to Borrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subjected to a tax, which sets maximum loan charges and that law is finally interpreted so that the interest of other loans charged as 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. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.

12. **Successors and Assignees** Succession shall bind and benefit the successors and assigns of Lender and Borrower. 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, retain and convey title to his/her interest in the property under the terms of this Security Instrument or the Note, without giving notice to Lender or Borrower, s/he waives all rights to sue Lender and Borrower for any deficiency in the amount of the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower, may agree to extend, modify, forgive or make any accommodation with regard to the terms of this Security Instrument or the Note without Borrower's consent.

11. Borrower Not Release; Forbearance By Lender Not A Waiver. Extension of the time for payment of amortization of the sums secured by this Security Instrument in interest of Borrower shall not release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to release the liability of the original Borrower or Borrower's successors in interest of Borrower to any other person or entity by reason of any exercise by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of remedy.

If the Property is sold under a Deed by Borrower, or if, after notice to Lender to Borrower that the condominium offers to make an award or settle a claim for damages, 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 restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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 the sums are applied to the payment of the principal or 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 due.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assisigned and shall be paid to Landlord.

10. **Carelessness.** Carelessness of this character may make reasonable claim for damages, direct or consequential, in connection with any violation of this agreement.

payments may no longer be required, at the option of Lender, at the coverage in insurance provided by an insurer approved by Lender again becomes available and for the period that Lender requires) provided by an insurer approved by Lender any written insurance which any premium paid by the Borrower shall be reduced or applicable law.

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**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

(Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> Other(s) {specify}             |   |

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

Witnesses:

(Seal)

-Borrower

JOHN P. WARD JR.

(Seal)

-Borrower

JULIE MARIE WARD

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF ILLINOIS,

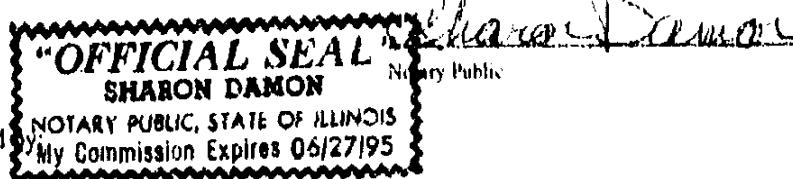
County ss:

I, a Notary Public in and for said county and state do hereby certify that  
**JOHN P. WARD, JR. AND JULE MARIE WARD, MARRIED TO EACH OTHER**

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that **THEY** he signed and delivered the said instrument as **THEIR** free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 23<sup>rd</sup> day of October, 1992.

My Commission Expires:



This Instrument was prepared by:

NMP - RR(IL) (0108)

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NON-UNIFORM COVENANTS, BOTTOWER AND LEEDER FURTHER COVENANT AND AGREE AS FOLLOWS:

19. **Sale of Notes; Curing of Loan Service.** The Note or a partial interest in the Note (together with this Security instrument) may be sold and/or more times without prior notice to Borrower. A sale may result in a change in the entity (know as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. This may be due to more changes of the Loan Servicer (implied 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 person(s) causing the violation 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 use and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government 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 required by any government authority, to remove or otherwise remediate any Hazardous Substance affecting the Property, 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: gaseous, corrosive, liquid, radioactive or toxic periculum products, toxic pesticides and herbicides, volatile solvents, metals containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the state or where the Property is located that relate to health, safety or environmental protection.

18. Borrower's Right to Remonstrate. If Borrower meets certain conditions, Borrower shall have the right to have by this Security instrument without further notice or demand on Borrower.  
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 controlling this Security instrument. Those conditions are that Borrower: (a) pays Lenider all sums which lenien would be due under this 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 attorney fees; and (d) takes such action as Lenider may reasonably require to assure that the lenien of this Security instrument shall stand notwithstanding any subsequent sale of the Property.

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

16. **Borrower's Copy.** Borrower shall be given one conforming 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 instrument.

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REAL ESTATE TAX I.D. # : 14 32 204 066

RECORDED  
12/23/1986

ASSOCIATION APPURTENANT TO AND FOR THE SEMINAR 1, AS SET FORTH IN THE  
DOCUMENTATION OF OWNERSHIPS, CONDITIONS AND RESTRICTIONS AND DOCUMENTS FOR SEMINAR  
TOWNHOUSES, RECORDED SEPTEMBER 25, 1975 AS DOCUMENT NUMBER 23234124 AND AS  
CREATED BY DEED FROM MC CORNICK TRUSTORICAL SEMINAR TO BRIAN D. BOYER AND  
BARBARA A. BOYER, FOR THE PURPOSES OF PASSAGE, PARKING, UTILITIES, INGRESS AND  
EGRESS ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOT 5 IN BLOCK 8 IN SEMINAR TOWNHOUSES ASSOCIATION SUBDIVISION, BEING A  
SUBDIVISION OF PARTS OF LOTS 1 TO 5 INCLOSIVE AND PART OF LOT 7 IN COUNTY  
CLARK'S DIVISION OF THE NORTH 1/2 OF BLOCK 3 OF SHAFIELD'S ADDITION TO CHICAGO  
IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP #0 NORTH, RANGE 14  
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS  
DOCUMENT NUMBER 23234123, IN COOK COUNTY, ILLINOIS

PARCEL 1:

LOAN # 0002037866  
433 WEST BURLIN AVENUE  
CHICAGO, IL 60614

Mail Suite 2106  
One First National Plaza  
Chicago, Illinois 60670  
Telephone: (312)732-4000

**FIRST CHICAGO**  
The First National Bank of Chicago

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