

# UNOFFICIAL COPY

WHEN RECORDED MAIL TO

LOAN AMERICA FINANCIAL CORP.

8100 OAK LANE

MIAMI LAKES, FL 33016

LOAN NUMBER: 50-513263-4

329568

329568

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **OCTOBER 15TH, 1992**  
The mortgagor is **THOMAS J. REIF AND JANET L. REIF, HUSBAND AND WIFE**

The mortgagor, hereinafter referred to as "Borrower", does hereby mortgage, grant and convey to Lender the following described property located in **COOK, Illinois**, which is organized and existing under the laws of **ILLINOIS**, and whose address is **287-W BUTTERFIELD ROAD, ELMHURST, IL 60126**.  
For value received, Borrower promises to pay to Lender the principal sum of **FORTY FIVE THOUSAND AND NO/100 DOLLARS (U.S. \$ 45,000.00)**. 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 1ST, 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

**COOK, Illinois:**  
**LOT 200 (EXCEPT THE NORTH 1 FOOT THEREOF) IN GEORGE J. NIXON AND COMPANY'S FAIRVIEW ADDITION TO WESTCHESTER IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 231, TOWNSHIP 39 NORTH, RANGE 17, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

DEPT-01 REC'D/IN \$31.00  
PIN: #15-21-304-009 TEL: 75555 TRAN: D72 11/06/92 11:47:00  
\$1157 + E \*- 72-829568

COOK COUNTY RECORDER

RECORDED IN COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1992, BY THE RECORDER OF COOK COUNTY, ILLINOIS, PURSUANT TO THE REQUIREMENTS OF THE RECORDING ACT OF ILLINOIS, AS AMENDED, AND IS INDEXED IN THE RECORDS OF THE COOK COUNTY, ILLINOIS, RECORDER'S OFFICE.

RECORDED IN COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1992, BY THE RECORDER OF COOK COUNTY, ILLINOIS, PURSUANT TO THE REQUIREMENTS OF THE RECORDING ACT OF ILLINOIS, AS AMENDED, AND IS INDEXED IN THE RECORDS OF THE COOK COUNTY, ILLINOIS, RECORDER'S OFFICE.

RECORDED IN COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1992, BY THE RECORDER OF COOK COUNTY, ILLINOIS, PURSUANT TO THE REQUIREMENTS OF THE RECORDING ACT OF ILLINOIS, AS AMENDED, AND IS INDEXED IN THE RECORDS OF THE COOK COUNTY, ILLINOIS, RECORDER'S OFFICE.

RECORDED IN COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1992, BY THE RECORDER OF COOK COUNTY, ILLINOIS, PURSUANT TO THE REQUIREMENTS OF THE RECORDING ACT OF ILLINOIS, AS AMENDED, AND IS INDEXED IN THE RECORDS OF THE COOK COUNTY, ILLINOIS, RECORDER'S OFFICE.

MFIL9141-04/91

b6/5

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc.

To Order Call: 1-800-530-8303 FAX: 810-781-1151

# UNOFFICIAL COPY

Tel. (010) 400-600-000 □ Fax (010) 400-700-100  
GPO Lagos Bureau Form 100

Form 3014 1/90 (page 2 of 6 pages)

ITEM 187A(1)(a)

bonds or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including 5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the shall satisfy the loan or take one or more of the actions set forth above within 10 days of the giving of notice.

Borrower may then priority over this Security Instrument, Lender may give Borrower a notice demanding payment of the amount of the loan to the Lender or (c) secures from the holder of the loan an agreement to pay the Lender prior to a loan by, or defends against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to prevent the Lender's rights against the instrument of the loan, (d) consents in good faith in writing to the permission of the obligee secured by the loan in a manner acceptable to Lender; (e) agrees to the loan by, or defends against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to prevent the Lender's rights against the instrument of the loan, (f) consents in good faith in writing to the permission of the obligee secured by the loan in a manner acceptable to Lender; (g) agrees to the loan by, or defends against enforcement of the loan in, legal proceedings which in the Lender's opinion operate to prevent the Lender's rights against the instrument of the loan, (h) consents in good faith in writing to the permission of the obligee secured by the loan in a manner acceptable to Lender.

Borrower shall promptly discharge any loan which has priority over this Security Instrument unless Borrower: (a) agrees evidencing the payments.

(b) pays all taxes, assessments, charges, expenses and impositions attributable to the Lender's rights to Lender's receipts under this paragraph, if Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid directly to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on property which may attain priority over this Security Instrument, and keep hold of payment of ground rents, if any, Borrower paragraph 2; (c) pays all taxes, assessments, charges, expenses and impositions due under the Note.

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; and last, to any late charges due under the Note.

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, expenses and impositions due under the Note.

5. Application of Payments. Unless applicable law permits otherwise, all payments received by Lender under

paragraphs 1 and 2 shall be applied: first, to any late charges due under the Note; second, to amounts payable under

paragraphs 2; (d) held by Lender at the time of acquisition of sale as a credit against the sums

paid by Lender; (e) under paragraph 2, Lender shall acquire or sell the Property, prior to the acquisition or funds held by Lender; (f) under paragraph 2, Lender shall promptly refund to Borrower any

amount paid by Lender in no more than twelve monthly payments, at Lender's sole discretion.

such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the

Lender at any time is not sufficient to pay the Escrow Items which Lender may so notify Borrower in writing, and, in

Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the funds held by

If the funds held by Lender exceed the amounts permitted in b; held by applicable law, Lender shall account to

secured by this Security Instrument.

The funds shall be held in an escrow whose deposits are insured by a federal agency, insurability, or currency

and the purpose for which each deposit to the funds was made. The funds are pledged as additional security for all sums

Lender shall give to Borrower, without charge, an unusual account of the funds, showing credits and debits to the funds

Lender may at any time to be paid, Lender shall not be required to pay Borrower any interest on the funds, or earnings on the funds, Borrower and Lender may agree, in writing, however, that interest shall be paid on the funds,

or agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest on the funds, unless applicable law provides otherwise. Unless an

accrual tax reporting service used by Lender to calculate this loan, unless applicable law permits

Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real

account, or verifying the Escrow Items, unless Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow

the Escrow Items, Lender may not charge Borrower for holding and applying the funds, annually analyzing the escrow (including Lender, if Lender is such an association) or in any Federal Home Loan Bank. Lender shall apply the funds to pay

reasonable estimates of expenditures of future Escrow items or otherwise in accordance with applicable law.

amount not to exceed the lesser amount Lender may estimate the amount of funds due on the basis of current data and

amount due Lender law that applies to the funds less a lesser amount if so, Lender may, at any time, collect and hold funds in an

amount a Lender for a period related to the funds less a lesser amount under the maximum

items are called "Escrow Items," Lender may require Borrower to hold funds in an amount not to exceed the maximum

Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These

insurance premiums, if any, yearly mortgage insurance premiums, (d) yearly payable by Borrower to

payments of general rents on the Property, if any; (c) yearly hazard or property insurance premiums; (b) yearly flood

taxes and assessments which may affect the Security Instrument as a lien on the Property, until the Note is paid in full, a sum ("Funds") for: (a) yearly leasehold

to Lender on the day monthly payments, subject to applicable law or to a written waiver by Lender, Borrower shall pay

2. Funds for Taxes and Insurance. Subject to applicable law or to any late charges due under the Note.

1. Payment of Principal and Interest; Preparation and Late Charge. 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.

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

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.

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

Borrower grants and conveys the Property and that the Property is unencumbered, except for encumbrances of record,

improvements, fixtures and equipment now or hereafter erected on the property hereby conveyed and has the right to

lender all of the foregoing is recorded in this Security Instrument as the "Property".

and fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurteñances,

# UNOFFICIAL COPY

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 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 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 to revere 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with

UNOFFICIAL COPY

Order 1-800-530-0300 □ FAX 618-781-1131  
To Order Call 1-800-530-0300 □ FAX 618-781-1131

ITEM 18764 (9103)

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 remedy permitted by this Security Instrument without further notice or demand on Borrower.

If Lender's Right to Remedy. 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 Lender specifies) after Lender has given Borrower notice of acceleration; or (b) 30 days after Lender has given Borrower notice of acceleration.

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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument is declared to be severable, such conflict shall not affect other provisions of this Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the loan charged to the permitted limits, then; (b) any sums already collected from Borrower which exceed permitted limits will be reallocated by reducing the principal owed under the Note or by making a partial prepayment without any further notice to Borrower. Under may choose to make this reallocation as a partial prepayment without any further notice to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment to Borrower.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and bear <sup>the</sup> liability of the successors and assignees of Lender and Borrower, subject to the provisions of this Paragraph 17. Borrower's convenants 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 message, grant and convey that sums secured by this Security Instrument and (b) is not personally obligated to pay the property under the terms of this Security Instrument; (c) agrees that Lender and any other Borrower may agree to extend, modify, or renew or make any accommodations with regard to the terms of this Security Instrument or the Note without first giving notice to Borrower.

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

shall not be required to commence proceedings against any subscriber in respect of services supplied by him unless he has given notice to the subscriber to pay the amount due or to make arrangements for payment within a reasonable time after the date of service of the notice.

11. Borrower will use the funds received from the Note to pay off the minimum payments listed in paragraph 1 and 2 of the Note and pay any fees or expenses; 12. Borrower will pay off the Note and all other amounts due under the Note by December 31, 2018.

sums received by this Security Instrument, whether or not then due.

Under is authorized to collect and apply the proceeds, as its option, either to restoration or repair of the Property or to the award of damages, Borrower fails to respond to Lender within 30 days after the date the notice is given;

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make due, there are

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in instrument, whether or not then due, the proceeds shall be applied to the sums secured by this Security instrument before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, which the first market value of the Property immediately before the taking is less than the amount of the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security instrument before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides.

any condominium or other lessee of the Property, or for convenience in lieu of condominium, are hereby

# UNOFFICIAL COPY

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.

# UNOFFICIAL COPY

To Order Call: 1-800-380-8003 □ FAX 618-781-1111  
GAL Illinois Business Forms Inc.

Form 3014 9/90 (page 6 of 6 pages)

ITEM 187616 (9103)

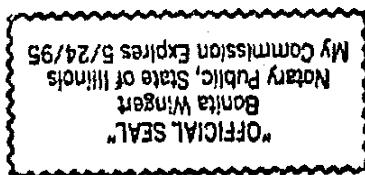
(Address)

(Name)

287-W, BUTTERFIELD ROAD, BIMHURST, IL 60126  
HOMES MORTGAGE CONSULTANTS, LTD.,

This instrument was prepared by

Noisy Public



My Commisssion Expires 5/24/95  
Nancy Public, State of Illinois  
Notary Public, My Commisssion Expires 5/24/95  
Bona fide Witness  
"OFFICIAL SEAL"

15TH day of OCTOBER , 1992

Given under my hand and official seal, this

forth,

My Commission expires:

and delivered the said instrument as hereby  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they  
personally known to me to be the same person(s) whose name(s) are  
hereby certify that THOMAS J. RETIE AND JANET L. RETIE, HUSBAND AND WIFE  
, a Notary Public in and for said county and state,  
County ss:

STATE OF ILLINOIS, Thomas J. Retie

Social Security Number -Borrower (Seal)	Social Security Number -Borrower (Seal)	Social Security Number -Borrower (Seal)
THOMAS J. RETIE <u>Thomas J. Retie</u>	JANET L. RETIE <u>Janet L. Retie</u>	361-46-6983

Witness:  
Security instrument and in any rider(s) executed by Borrower and recorded with it.  
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this  
instrument. [Check applicable box(es)]

Adjustable Rate Rider <input type="checkbox"/>	Condominium Rider <input type="checkbox"/>	1-4 Family Rider <input type="checkbox"/>	Biweekly Payment Rider <input type="checkbox"/>	Planned Unit Development Rider <input type="checkbox"/>	Rate Improvement Rider <input type="checkbox"/>	Balloon Rider <input type="checkbox"/>	Second Home Rider <input type="checkbox"/>	Other(s) [specify] <input type="checkbox"/>
---	---	--	--	--	--	---	---	--

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)]