

PREPARED BY:
ROBERT L. HOLZER
WHEATON, IL 60187

UNOFFICIAL COPY

928416 092841604

RECORD AND RETURN TO:



NBD MORTGAGE COMPANY
2000 SOUTH NAPERVILLE ROAD
WHEATON, ILLINOIS 60187

[Space Above This Line For Recording Data]

MORTGAGE

7236318

This instrument certifies that the person or persons named below have applied for a mortgage loan from the above-named institution in the amount of \$62,000.00.

The principal sum mentioned above is to be paid in monthly installments, plus any additional installments to the principal, until the principal and interest have been paid in full, plus such other sums as may be due.

I am a citizen of the state of Illinois and have made my residence in the State of Illinois during the past five years.

I am a bona fide resident of the State of Illinois and have resided there during the past five years.

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 2, 1992. The mortgagor is J. MICHAEL DUBBERLY, HUSBAND AND WIFE and whose address is AND ELAINE M. DUBBERLY, HUSBAND AND WIFE and whose address is

DEPT-D1 RECORDING

\$31.50

61111 TRAN 0133 11/12/92 10:16:00

77624 # -92-341604

and back to the date of recordation, to NED MORTGAGE COMPANY, a corporation organized under the laws of THE STATE OF DELAWARE, and whose address is

900 TOWER DRIVE, TROY, MICHIGAN 48098, ("Lender"). Borrower owes Lender the principal sum of

SIXTY TWO THOUSAND AND 00/100 Dollars (U.S. \$ 62,000.00).

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 DECEMBER 1, 2002.

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 County, Illinois:

LOT 1 IN BLOCK 2 IN WISNER'S SUBDIVISION OF LOTS 8 AND 9 IN BRANDS' SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 26, TOWNSHIP

40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

which has the address of 2856 NORTH SAWYER, CHICAGO, Illinois 60618 ("Property Address").

Illinois 60618 Zip Code: 60618

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (312)283-8100 (800)821-7281

EMD

3/8/92 11:20 AM

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Form 3014-9/90
DPS 1993

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GR (L) 19101

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

This Security Instrument, Lender may give Borrower a notice 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.

If the Security Instrument, Lender may give Borrower a notice 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.

or, if the Security Instrument, Lender may give Borrower a notice 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.

BY, OR DEFENDS AGAINST ENFORCEMENT OF THE LIEN IN, LEGAL PROCEEDINGS WHICH IN THE LENDER'S OPINION OPERATE TO PREVENT THE WRITING TO THE PAYMENT OF THE PAYMENT OF THE OBLIGATION SECURED BY THE LIEN IN A MANNER ACCEPTABLE TO LENDER; (C) 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 WRITING TO THE PAYMENT OF THE PAYMENT OF THE OBLIGATION SECURED BY THE LIEN IN A MANNER UNLESS BORROWER: (A) AGREES IN

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

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay item on time directly to the person may retain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay

which may retain priority over this Security Instrument, and leasehold payments of ground rents, if any. Borrower shall pay

4. CHARGES, FEES, BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FINES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY WHICH MAY ACCRUE DURING, TO PRINCIPAL DUE; AND LAST, TO ANY LATE CHARGES DUE UNDER THE NOTE.

1 AND 2 SHALL BE APPLIED: FIRST, TO ANY PREPAYMENT CHARGES DUE UNDER THE NOTE; SECOND, TO AMOUNTS PAYABLE UNDER PARAGRAPH 2;

3. APPLICATION OF PAYMENTS. UNLESS APPLICABLE LAW PROVIDES OTHERWISE, ALL PAYMENTS RECEIVED BY LENDER UNDER PARAGRAPHS

THIS SECURITY INSTRUMENT.

UPON PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL ACCOUNT TO BORROWER ANY

FUNDS HELD BY LENDER. IF, UNDER PARAGRAPH 21, LENDER HAS ACQUIRED OR SOLD 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

TWELVE MONTHLY PAYMENTS, AT LENDER'S SOLE DISCRETION.

IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO BE HELD BY APPLICABLE LAW, LENDER SHALL ACCOUNT TO BORROWER

DEBT TO THE FUNDS MADE. THE FUNDS ARE PLEDGED AS ADDITIONAL SECURITY FOR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

WITHOUT CHARGE, AN ANNUAL ACCOUNTING OF THE FUNDS, SHOWING, HOWEVER, THE INTEREST SHALL BE PAID ON THE FUNDS AND THE PURPOSE FOR WHICH EACH

BORROWER AND LENDER MAY AGREE IN WRITING, HOWEVER, THAT THE REQUIREMENTS OF APPLICABLE LAW, IF THE FUNDS HELD BY LENDER AT ANY

FOR THE EXCESS FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE LAW. IF THE FUNDS HELD BY LENDER AT ANY

APPLICABLE LAW REQUIRES INTEREST TO BE PAID, LENDER SHALL NOT BE REQUIRED TO PAY BORROWER ANY INTEREST OR EARNINGS ON THE FUNDS

USED BY LENDER IN CONNECTION WITH THIS LOAN, UNLESS APPLICABLE LAW PROVIDES OTHERWISE. UNLESS AN AGREEMENT IS MADE OR

A CHARGE. HOWEVER, LENDER MAY REQUIRE BORROWER TO PAY A ONE-TIME CHARGE FOR AN INDEPENDEDENT REAL ESTATE TAX REPORTING SERVICE

WITH REGARD TO THE ESCROW ITEMS, UNLESS LENDER PAYS BORROWER INTEREST ON THE FUNDS AND APPLICABLE LAW PERMITS LENDER TO MAKE SUCH

ESCROW ITEMS. LENDER MAY NOT CHARGE BORROWER FOR HOLDING AND APPLYING THE FUNDS, UNLESS ANALYZING THE ESCROW ACCOUNT, OR

(INCLUDING LENDER, IF LENDER IS SUBJECT TO RESTRICTION) OF IN ANY FEDERAL HOME LOAN BANK. LENDER SHALL APPLY THE FUNDS TO PAY THE

FUNDS SHALL BE HELD IN AN INSTITUTION WHOSE DEPOSITS ARE INSURED BY A FEDERAL AGENCY, INSTITUTIONALLY, OR ENTITLED

ESCROW ITEMS OR OTHERWISE IN ACCORDANCE WITH APPLICABLE LAW.

LENDER MAY ESTIMATE THE AMOUNT OF FUNDS DUE ON THE BASIS OF CURRENT DATA AND REASONABLE ESTIMATES OF EXPENDITURES OF FUTURE

ESCROW ITEMS, LESSER AMOUNT, IF SO, LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE LESSER AMOUNT,

1974 AS AMENDED FROM TIME TO TIME, 12 U.S.C. SECTION 2601 ET SEQ. ("RESPA"), UNLESS ANOTHER LAW APPLIES TO THE FUNDS

RELATED MORTGAGE LOAN BORROWER'S ESCROW ACCOUNT UNDER THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT OF

LENDER MAY, IF AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE MAXIMUM AMOUNT A LENDER FOR A FEDERALLY

THE PROVISIONS OF PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE ITEMS ARE CALLED "ESCROW ITEMS".

IF ANY; (E) YEARLY MORTGAGE INSURANCE PREMIUMS, IF ANY; (C) YEARLY HAZARD OR PROPERTY INSURANCE PREMIUMS; (D) YEARLY FLOOD INSURANCE PREMIUMS,

AND ASSESSMENTS WHICH MAY ATTAIN PRIORITY OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (B) YEARLY LEASEHOLD PAYMENTS

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 TO

2. FUNDS FOR TAXES AND INSURANCE. SUBJECT TO APPLICABLE LAW OR TO A WRITTEN WAIVER BY LENDER, BORROWER SHALL PAY TO

PRINCIPAL OF AND INTEREST ON THE DEBT EVIDENCED BY THE NOTE AND ANY PREPAYMENT AND LATE CHARGES, BORROWER SHALL PAY WHEN DUE THE

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. BORROWER SHALL PAY WHEN DUE THE

UNIFORM COVENANTS. BORROWER AND LENDER COMBINE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

THIS SECURITY INSTRUMENT COMBINES UNIFORM COVENANTS FOR NATIONAL USE AND NON-UNIFORM COVENANTS WITH LIMITED

VARATIONS BY JURISDICTION TO CONSTITUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

BORROWER COVENANTS THAT BORROWER IS LAWFULLY SOLEED OF THE STATE HEREBY COVENED AND HAS THE RIGHT TO MORTGAGE,

ITEMS NOW OR HEREAFTER A PART OF THE PROPERTY. ALL REPLACEMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY

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 "Blended 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 renewal. 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, 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 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 9/90
DPS 1082

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G.R.(L) 191011

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

ENCL Form 3014 9/90
DPS 1082

to be severable.

Given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared

conflicting with such conflict shall not affect other provisions of this Security Instrument or the Note which can be

judged in which the Property is located. In the event that any provision of this Security Instrument or the Note

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

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Properly Address

of Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing it or by mailing

pecuniary charge under the Note.

payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial repayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct

to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to

loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge

and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the

13. Loan Charges. If the loan secured by this Security Instrument is subject to a rate which sets maximum loan charges,

make any accommodations with regard to the terms of this Security Instrument or to the note without the Borrower's consent.

secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums

Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to motivate, grant and convey that

paragraph 17. Borrower's co-signers and agreements 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 and Borrower, subject to the provisions of

Article 11. Borrower Not Released; Forgiveness By Lender. Extent of the time for modification of

possible the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

secured by this Security Instrument whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums

awarded or settle a claim for 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 an

be applied to the sums secured by this Security Instrument whether or not the sums are then due.

unless Lender otherwise agrees in writing or unless applicable law otherwise provides shall

market value of the Property immediately before the taking, less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

amount of the sums secured by the taking, divided by (b) the fair market value of the Property immediately

Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this

whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premium required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender (requires) provided by an insurer approved by Lender again becomes available and for the period

payments may no longer be required, at the option of Lender, if mortgagage insurance coverage (in the amount and for the period

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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 ensure 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 hereunder 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 flammables 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.

DPS 1053

Form 3014, 8/90

GMP

(RE-GRILL): 1010118 reprinted for educational and historical purposes Page 5 of 6. Please print clearly to prevent legibility problems. JMD

See back for the specific language. It is of course legal and binding on all parties involved.

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MY COMMISSION EXPIRES 5/8/96
NOTARY PUBLIC STATE OF ILLINOIS
CAROLYN M. LEVERICH
"OFFICIAL SEAL"

PAGE 6 OF 6

Notary Public

My Commission Expires:

Given under my hand and official seal, this
free and voluntary act, for the uses and purposes herein set forth,
me this day in person, and acknowledge that THEY
signed and delivered the said instrument as THEIR
personally known to me to be (the same persons whose names(s) are described to the foregoing instrument, appended before
the said signature), do hereby certify that they
do this day acknowledge and deliver the said instrument as their
free and voluntary act, for the uses and purposes herein set forth,
and that they have read and understood the terms and conditions of the same, and
that they are fully satisfied therewith.

J. MICHAEL DUBBERLY AND ELAINE M. DUBBERLY, HUSBAND AND WIFE
County and State do hereby certify that
they, as Notary Public in and for said

Carolyn M. Leverich

STATE OF ILLINOIS
COOK
County ss:

Given under my hand and official seal, this
free and voluntary act, for the uses and purposes herein set forth,
me this day in person, and acknowledge that THEY
signed and delivered the said instrument as THEIR
personally known to me to be (the same persons whose names(s) are described to the foregoing instrument, appended before
the said signature), do hereby certify that they
do this day acknowledge and deliver the said instrument as their
free and voluntary act, for the uses and purposes herein set forth,
and that they have read and understood the terms and conditions of the same, and
that they are fully satisfied therewith.

J. MICHAEL DUBBERLY AND ELAINE M. DUBBERLY, HUSBAND AND WIFE
County and State do hereby certify that
they, as Notary Public in and for said

Borrower
S3871
Borrower
Witness
S3871

ELAINE M. DUBBERLY
Elaire M. Dubberly
Borrower
Witness
S3871
Borrower
Witness
S3871

J. MICHAEL DUBBERLY
Michael Dubberly
Borrower
Witness
S3871
Borrower
Witness
S3871

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.

- (Check applicable box(es))
- Adjustable Rate Rider Condominium Rider Biweekly Payment Rider Planed Unit Development Rider Rate Improvement Rider Second Home Rider Other(s) (Specify)

With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument, and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend
with 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
this Security Instrument, if the rider(s) are recorded together with this Security Instrument.

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