		MORTGAGE		
THIS MORTGAGE	E ("Security Instrument	") is given on october 23, 1992	, The Mortgagor is	
		MARJORIE MCPARTLIN, HUBBAND AL		
				("Borrower")
nis Security instrumen nii b ir ova volead and	Aristing Horter the law	ON FEDERAL SAVINGS AND LOAN A	ASSOCIATION	nd whose address is
13159 W. 14		LOCKPORT IL 60441	· · · · · · · · · · · · · · · · · · ·	("t.ender").
		NE HUNDRED SEVEN THOUSAND FOL		10/100
	Dol'ar (U.S \$1g		red by Barrower's note d	
		ovides for monthly payments, with the full d This Security instrument secures to Lender:	Jept, il not paici eatiler, c Let the rengyment of the	OB BOO DAYSOR ON
NOVEMBER 1.	and all rane vals, exte	ensions and modifications of the Note; (b) the	he payment of all other	sums, with interest,
vanced under paragi	raph 7 to protect he se	ecurity of this Security Instrument; and (c) th	e performance of Borrow	er's covenants and
		nd the Note. For this purpose, Borrower do	oes hereby mortgage, y	
nder the following de	scribed property locate	od incook	<del></del>	County, Illinois:
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ADJOINING !	SAID LOTS, IN B	LOCK 7 IN PEOPLES ORLAND PARK	ADDITION TO	<b>⊘</b> 5
				وسلم
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now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument, All of the loragoing is referred to in this Security Instrument as the "Property,"

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by possible to constitute a uniform security instrument covering real property,

ILLINOIS Single Family Family May/Freedle May UNIFORM INSTRUMENT

Loan 10:035-00395291

(page 1 of 4 pages)

3645 3/98

UNIFORM COVENANTS BOY

1 Payment of Principal and Interest; Prepayment and Late Charges. Horrower shall promptly play when due the principal of and ictions on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2 Funds for Taxes and Insurance. Subject to applicable law or to a writteri waiver by Lender, Borrower shall pay to Lender on the and mountry payments are don under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasohold payments or ground rents on the Property, if any, (ii) yearly hazard or properly insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance promisens, it any, and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in fled of the payment of mortgage insurance premiums. These Items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage foan may require for Borrower's escrow account under the lederal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2501 of seq (RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and masonable estimates of expenditures of future Escrew items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including tiender, it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge florrower for holding and applying the Funds, annually analyzing the escrow account, or verifying 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 Education pay a pne-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, rathers applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lander 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 detaits to the Foods and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all

sums secured by this Cacurity instrument.

if the Forets held by hender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law if the amount of the Funds held by Lender at any time is not sufficient to pay the Escient tams when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to flake up the deficiency. Borrower shall make up the deliciency in no more than twelve monthly payments, at Lander's sale discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lander 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.

3. Application of Payments. Unious applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment the ges due under the Note; second, to amounts payable under paragraph 2; third, to interest

due, fourth, to principal due; and last, to any fide charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, lines and Impositions attributable to the Property which may attain priority over this Security Instrument, and east-note payments or ground rents, if any. Borrower shall pay these obligations in the macrier provided in paragraph 2, or if not paid in the; manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which had provided oversonable to lenders. (a) agrees in willing to

the payment of the obligation secured by the lien in a man is acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the tien in, legal proceedings which in the Lander's opinion operate to prevent the enforcement of the lien; or (c) subjected from the holder of the lien an agreement satisfactor) to Lender subordinating the lien to this Security Instrument if Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the flen. Borrower shalf satisfy the fler of take one or more of the actions set forth above within 10 days of trivigiring at notice

5. Hazard or Property Insurance. Borrower shall keep the improve none against loss by line, nazards included within the term "extended coverage" ring by other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the against loss by line, hazards included within the term "extended coverage" ring by other hazards including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the particular appropriate the coverage of the c carrier providing the insurance shall be chosen by Borrower subject to Lendri's approval which shall not be unreasonably withheld. If Somewar 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 (149 to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance certier and Lender, Lander may make proof of

toss 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 lesselved. If the restoration or repair is not economically feasible or Lender's security would be lessaned, 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 abandon, the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lange 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 or ter paragraph 21 the croperty is acquired by Lender. Borrower's right to any insurance policies and proceeds resulting from damage of ins 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 small 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 Lander 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 climinal, is begun that in tender'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 16, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes folleiture 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 talse 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 teasehold. Borrower shall comply with all the provisions of the lease, if Borrower acquires fee title to the Property, the feasehold and the fee title shall not merge unless tlender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower falls 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 fo so.

Borrowers Must Initial

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Any amounts dispursed by Lender under this paragraph 7 shall become additional dept of Borrower secured by this Security

treateurnant. United: Borrower and Fender agree to other terms of payment, these amounts shall bear interest from the date of

dispursement at the Note rate and shall be payable, with interest, upon notice from Lendor to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mottgage 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 insure 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 tapsed 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 any condemnation

or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.
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 which the fair market value of the Property immediately 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, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the laking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the ovent of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the and an of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable to the sums secured by this Security Instrument whether or not the sums are then due

If the Property is abandoned by porrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for darnages, Borrower rads 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

Unless Lender and Borrower otherwise agrae in writing, any application of proceeds to principal shall not extend or postpone the due

date of the monthly payments referred to in peregraphs. I and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearence by Lander Not a Walver. Extension of the time for payment or modification of amornization of the sums secured by this Security instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrowar of Borrowar's successors in interest. Lender shall not be required to commence

operate to release the liability of the original Borrowar's Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or rative to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any diminion to be a waiver of or practice the exercise of any right or remedy the root be a waiver of or practice the exercise of any right or remedy the root be a waiver of or practice the exercise of any right or remedy.

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants and agreements of this Security Instrument shall brind 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 not tagge, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consert.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum toan charges, and that law is lineally interpreted so that the interest or other loan charges collected on trube 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 to refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces

principal, the reduction will be treated as a partial prepayment without any prepayment conge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be

desired to have been given to Borrower or Lender when given as provided in this paragraph.

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 or the hote conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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) wit out 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 Hurrower 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' less; 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 Horrower'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 Lean 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.

Borrowers Must Initial DM

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20 Hazardous Substances. Horrower shall risk dause of permit the presence, use, disposal, storage, or release of any Hazardous Substances on at in the Property. Borrower shall not do, not allow anyone also to do, anything affecting the Property that is in violation of gray Environmental Law. The proceeding 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 requiatory 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 remadication 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 perioleum products, toxic perioleum and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON UNIFORM COVENANTS. Horrower and Lander turber covenant and agree as follows:

- 2). 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 at constant 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, lander at its option right require immediate payment in full of all sums secured by this Security Instrument without further demand and may fore the security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remodies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon paymer (3) all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs

23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Rilders to this Security Instruments of each such tides are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such tides shall be incorporated into and shall amend and supplement the covenants and agreements of this Security in trument as if the fider(s) were a part of this Security Instrument. (Check applicable box(es))

Adjustable Rate F	Rider 🔲 Conc	Iominium Rider	1.4 Family Rider	
Gradualed Paymi	ent Rider 🔲 🗀 📶	ed Unit Development Rider	Biweekly Payment Ri	retz
Balloor, Rider	Rate	ir iprovament Filder	Second Home Rider	
Other(s) (specify)		0,	manipart is this fine what (facts when	and and in any
nder(s) executed by Borrower		s to the term, and coverants by	ritained in this Security instrumi \	and and in any
Witnesses:		3/17	an Bun	Mintaul
		BRIAN MCFARTLIN		-Borrower
		MARJORIE MCPARTLIN Social Security Number	Restle-	(Seal) -Borrower
	(Space Solary I	This Line For Asimoviledgesmi)	<u> </u>	<del></del>
State of				
Gounty WILL	}ss:		6	
County WILL  1. THE UNDERSI	)	, a Notary Public in and for a	sald county and state, do hereb	
County WILL	GNED UDRIE MCPARTLIN or proved to me to be the p	person(s) who, being informed (	persona	illy appeared g instrument,
I. THE UNDERSITED THE PROPERTY OF THE PROPERTY	QNED LIORIE MCPARTLIN	person(s) who, being informed (	, persone of the contents of the foregoin free and voluntary act and c	illy appeared g instrument,
I. THE UNDERSITED THE PROPERTY OF THE PROPERTY	QNED LIORIE MCPARTLIN	person(s) who, being informed of the THEIR (this, ner, their)	, persone of the contents of the foregoin free and voluntary act and c	leed and that
THE UNDERSTANDED TO THE UN	QNED LIORIE MCPARTLIN	person(s) who, being informed of the THEIR (14's, ner, their) he purposes and uses therein s	, personal p	leed and that

THE MORTGAGEE CERTIFIES THAT THE FORM AND SUBSTANCE OF THIS DOCUMENT IS THE FORM CUMPENTLY IN USE.

## UNOFFICIAL COPY FIXED/ADJUSTABLE RATE RIDER (19 Year Treasury Index-Rate Cape)

THIS FIXED/ADJUSTABLE RATE RIDER is made this 23RD day of OCTOBER 1892, and is incorporated into any shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Deed (the "Security Deed (the "Security Deed (the "Borrower") to secure Borrower's Fixed/Adjustable Rate No (the "Note") to CHAMPION FEDERAL BAVINGS AND LOAN ASSOCIATION (the "Lender of the same date and covering the property described in the Security Instrument and located at:
14407 HIGHLAND AVE . ORLAND PARK IL 60462 (Property Address)
THE NOTE PROVIDES FOR ONE CHANGE IN THE BORROWER'S INTEREST RATE. THE NOTE LIGHTS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AND THE MAXIMUM RATE THE BORROWER MUST PAY.
ADDITIONAL COVERANCE in addition to the covenants and agreements made in the Security Instrument, Borrower an Lender further covenant and agree as follows:
A. ADJUSTABLE RATE AND MONTH Y PAYMENT CHANGES
The Note provides for an initial fixed letters rate of
4. ADJUSTABLE INTEREST RATE AND MONTHLY FRYMENT CHANGES (A) Change Dates
The initial fixed interest rate I will pay will change on Int first day of NOVEMBER 1999, which is called the "Change Date."
(B) The Index
At the Change Date, my interest rate will be based on an Index. The "in-lex" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of 10 years, as made a sliable by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before the Change Dure is called the "Current Index,"  If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.
(C)Calculation of Change
Before the Change Date, the Note Holder will calculate my new interest rate by adding percontage point(s) (250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limit stated in Section 4(D) below, this rounded umount will be my new interest rate until the Marurity Date.  The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpulid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in set stantially
equal payments. The result of this calculation will be the new amount of my monthly payment.  (D) Limits on interest Rate Change
The interest rate I am required to pay at the Change Date will not be greater than
"Maximum Rate".
(E) Effective Date of Change
My new interest rate will become effective on the Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date.
(F) Notice of Change

Loan ID: 035-00395291 Borrowers Must Initiating

The Note Holder will deliver or mail to me a notice of any change in my interest rate and the amount of my monthly

MA TISTATE FIXED/ADJUSTABLE RATE RIDER-10 YEAR TREASURY- Single Family -Family - Michigan Participation | Part

Form 3176 11/86 (page 1 of E pages)

## UNOFFICIAL COPY

payment infore the affective date of any change. The notice will include information required by law to be given me and also the title and religiouse number of a person who will answer any question I may have regarding the notice.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable

Rate Rider

(Soal) Borrower

Tow

Property of Cook County Clark's Office

(Seal) Borrower