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Form 3014 8/80

Family Members' and Uniform Instrument

ILLINOIS Single Family

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument governing real property.

BORROWER GOVERNS that borrower is lawfully seized 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property, all replacements and additions shall also be covered by this security instrument. All of the foregoing is referred to in this security instrument as the "property."

788049

which has the address of
 1063 SOUTH BROCKWAY STREET
 PALATINE
 (city)
 60067
 (zip code)
 ("Property Address")

PERMANENT TAX ID: 02-27-203-004

62876479

Property of Cook County

LOT 9 IN BLOCK 22 IN ARTHUR T. MCINTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27 TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

located in COOK county, Illinois

the Note. For this purpose, borrower does hereby mortgage, grant and convey to lender the following described property and Security Instrument) and (c) the performance of borrower's covenants and agreements under this security instrument and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the secured to lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and paid earlier, due and payable on DECEMBER 1, 2022

dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not repaid by the date of maturity, this debt is evidenced by borrower's note for the sum of \$91,000.00 (NINETY-ONE THOUSAND AND 00/100 DOLLARS (U.S. \$)).

415 CHESTER DRIVE, PALATINE, IL 60067
 and whose address is
 under the laws of ILLINOIS
 APX NORTH POLE SERVICES, INC.
 ("Borrower"). This security instrument is given to HENRY A. BOOMER, JR. AND TANYA W. BOOMER, HIS WIFE

AB884

MORTGAGE

PREPARED BY: C. KOZELL

[Space Above This Line For Recording Date]

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

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGES. 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.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to 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 and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu 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 loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 et 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 reasonable estimates of expenditures of future Escrow 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 Lender, if 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 Borrower for holding and applying the Funds, annually analysing 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 Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless 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 Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender 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 Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that 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 has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) 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 enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory 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 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.

5. HAZARD OR PROPERTY INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard coverage 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.

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12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this security instrument shall bind and benefit the successors and assigns of lender and borrower, and subject to the provisions of paragraph 17, borrower, covenants and agreements shall be joint and several.

11. BORROWER NOT RELEASED; FOREWAIVER BY LENDER NOT A WAIVER. In the event of a partial taking of the property, the proceeds shall be applied to the amount of the loan secured by this security instrument, whether or not then due, with any excess paid to borrower.

10. CONDEMNATION. The proceeds of any award or judgment for damages, loss or condemnation of any part of the property, or for compensation, or for compensation or other taking of any part of the property, shall be paid to lender.

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 regarding the cause for the inspection.

8. MORTGAGE INSURANCE. Lender shall pay the mortgage insurance premiums requested by lender to maintain the mortgage insurance in effect, as a cost substantially equivalent to the cost to borrower of the mortgage insurance.

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 affect lender's rights in the property, lender may do as a prudent person may do for the protection of the property.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

5. LEASEHOLD. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

4. LEASEHOLD. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

3. LEASEHOLD. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

2. LEASEHOLD. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

1. LEASEHOLD. Borrower shall occupy, establish, and use the property as borrower's principal residence with a primary residence 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.

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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; and (c) failure to cure the default on or before the date specified in the notice may result in acceleration of the same 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 nonacceleration or 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 attorney's fees and costs of title evidence.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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 use and to maintenance of the property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any 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 such in 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 radon gas materials. As used in this paragraph 20, "Environmental Law" means Federal Law and Law of the jurisdiction where the property is located that relate to health, safety or environmental protection.

19. SALE OF NOTE; CHANGE OF LOAN SERVICES. The Note is a partial interest in the Note (together with the 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.

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 attorney's fees; and (d) takes such action as Lender may reasonably require to ensure that the lien of this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully enforceable as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 it is beneficially interested 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, the option shall not be exercised by Lender if exercised as prohibited by applicable law as of the date of this Security Instrument.

If Lender exercises all or part of 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.

16. BORROWER'S COPY. Borrower shall be given one conformed copy of the Note and of this Security Instrument. Note and the Security Instrument shall be delivered to Borrower. To this end and the provisions of this Security Instrument and the provisions of applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note.

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. If the law of the jurisdiction in which the property is located 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, the option shall not be exercised by Lender if exercised as prohibited by applicable law as of the date of this Security Instrument.

If Lender exercises all or part of 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.

14. NOTICE. 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 designated by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at the address stated herein or any other address designated by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

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 charge to the permitted limits; and (b) any sums already collected from Borrower which exceeded permitted limits will be 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 charge under the Note.

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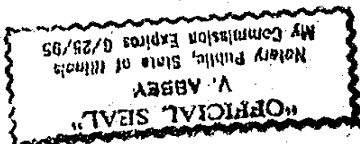
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Form 3014 9/90

Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 5 OF 5

ILLINOIS --Single Family--

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THIS INSTRUMENT WAS PREPARED BY: C. KOZELL

MY COMMISSION EXPIRES:

(SEAL)

[Handwritten Signature]
Notary Public

by HENRY A. BOOMER, JR. AND TANYA W. BOOMER
(person(s) acknowledging)

The foregoing instrument was acknowledged before me this 13th day of November, 1992.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

BOX 933 - 7H

APX MORTGAGE SERVICES, INC.
415 CREEKSIDE DRIVE
PALATINE, ILLINOIS 60067

MAIL TO:

1 space below this line for acknowledgment

(Seal) --Borrower

(Seal) --Borrower

TANYA W. BOOMER
Social Security Number 475-68-0030
(Seal) --Borrower

HENRY A. BOOMER, JR.
Social Security Number 331-42-6794
(Seal) --Borrower

[Handwritten Signature]
Witness

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.

- Adjustable Rate Rider
- Condominium Rider
- 1 - 4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [specify]

(Check applicable box(es))

22. WAIVER OF HOMESTEAD. Borrower waives all right of homestead exemption in the property. 23. 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.

24. 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.

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