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MORTGAGE

THE LOAN SECURED BY THIS MORTGAGE HAS A BALLOON PAYMENT DUE AT MATURITY. YOU MUST REPAY THE ENTIRE UNPAID PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE UNDER THE LOAN. THE LENDER IS UNDER NO OBLIGATION TO AFFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL (FAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THE LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THE LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

925657:S

THIS MORTGAGE ("Security Instrument") is given	on December 18, , 19 92 .
The Morigagor(s) is (are) Sharon I. Wallace, ma	rried to Michrel Clarke , whose
address(es) is (are) 7355 North Ridge, #38,	Chlongo, IL 60645
	The Madgagor(s) is (are) (collectively) referred to
herein as "Borrower," This Security Instrument is given	
with its principal business offices at 9525 W. Bryn	Mawr, Rosemont, II, 65018
("Lander"). Borrower ov	ves Lender the principal sun; cf U.S. \$ 34,500,00
This debt is evidenced by Borrower's note dated the	same date as this Security Ine; run ant ("Note"), which provides for
monthly payments, with the full debt, if not paid earlier, of	due and payable on <u>December 24, 2007</u>
. This Security Instrument secures I	o Lendor: (a) the repayment of the dcp' evidenced by the Note, with
Interest, and all renewals, extensions, and modifications	s; (b) the payment of all other sums, with interest, advanced under
paragraph 7 to protect the security of this Security In	estrument; and (c) the performance of Borrower's covenants and
agreements under this Security Instrument and the No	te. For this purpose, Borrower does hereby mortgage, grant and
convey to Lender the property located in Cook	County, Illinois and described in exhibit A attached to
this Security Instrument, which has the address of	
•	
, illinois,	("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minoral, oil and gas rights and profits, water rights and stock and all 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."

BORROWER COVENANTS that Borrower is lawfully selsed 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.

Borrower and Lender covenant and agree as follows:

 Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.

Pg. 1 of 5

WED BUILD

2. Funds for Taxes and Insurance. Subject to applicable law and if required by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paki in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

If Lender requires the Funds to be paid, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid to Borrower, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give 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 piedged as additional security for the sums secured by this Security instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, eliter promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due. Borrower shall pay to Lender any amount necessary to make up the difficult in one or more payments as required by Lender.

Upon payment in full of ell cums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under burggraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application 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 amounts payable under paragraph 2; second, to accrued interest; and third, in reduction of principal.
- 4. Charges; Liens. Borrower shall pay all tables, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security fish rument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in pringraph 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 payment, 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 forfeiture of any part of the Property; 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 into give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth allows within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or here deriver erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. If all or any part of the Property is used for rental purposes, Borrower shall also maintain insurance against rent loss. The above 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.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgagee clause in favor of Lender. 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 ioss, Borrower shall give pictingt notice to the insurance carrier and Lender. Lender may make proof of ioss 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 Lender has required immediate payment in full of all sums secured by this Security Instrument pursuant to paragraph 18, Lender may apply the insurance proceeds to the sums secured by this Security Instrument with the 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 the 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 18 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.

- 8. Preservation and Maintenance of Properly; Leavendia. Dorrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not marge unless Lender agrees to the marger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. 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 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 dabt 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.

If Lender regulres mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiume required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

- 8. Inspection. Lender of its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The process 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 Proporty, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any example paid to Borrower. In the event of a partial taking of the Property, 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 taking, divided by (b) the fair market value of the fragery immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower falls to respond to Lunder within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its opt on 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 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 such payments.

- 10. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization 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 Borrower or Borrower's sucrusions in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any declared made by the original Borrower or Borrower's successors in Interest. Any forbearance by Lender in exercising any right or rainedy shall not be a waiver of or preclude the exercise of any right or ramedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The coverage and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Sorrower, auticat to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who do signs this Security instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, giant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligate 100 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 consent, and without impairing the enforceability of this Security Instrument.
- 12. 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 limit; 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.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security instrument and may invoke any remodies permitted by paragraph 18.

- 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 deemed 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the 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 acknowledges receipt of a conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any Interest in it is sold or transferred (or if a beneficial Interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.
- If Lender exercises this artion, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the late the notice is delivered or malled 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. Acceleration; Remedies. Spon Borrower's breach of any covenant or agreement in this Security Instrument, or default under the Note, Lender may notify Borrower of such breach, and may, at its option, 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 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 19. Assignment of Leases. Borrower hereby rasigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon under's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assigns and transfers to lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s). However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower, shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. The araignment of rents constitutes an absolute assignment and not an assignment for additional security only.
- If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 20.

Any application of rents shall not cure or waive any default or invalidate any other right or render of Lender. This assignment of rents of the Property shall not cure or waive any default or invalidate any other rights or renders of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, pursuant to paragraph 20 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, except that Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Use of Property; Compliance with Law. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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. (Seal) (Seal) -Borrower Borrower (Seal)
-Borrower (Seal) -Borrower

•	51767761
STATE OF ILLINOIS)	
COUNTY OF Cook	
Samuel M. Fahorn My A C.	≳∆S≬ №, a notary public in and for said County and
State, do hereby certify that Sharon I, Wal	lace, married to Michael Clarke
	known to me to be the same person(s) whose name(s) is (are)
	pefore me this day in person, and acknowledged that she (he) (they) (their) free and voluntary act, for the uses and purposes therein set
ferth.	there is a disc voluntary act, for the tises and purposes therein set
	18th day of December
GIVEN under my hand and official sole, this 19 92	day of December
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Y OFFICE	SEAL "
S NU 1809 YHATUN S	STAIR OF HUMBER & COUNTY OF THE COUNTY OF TH
MY COMMISSIO	N EXPINES 6/10/96 DOTARY PUBLIC
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Please Record and Rejum to:	This instrument was prepared by:
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and the Company has	O .
Attience Funding Company, Inc. 135 Chestnut Ridge Rd.	· · · · · · · · · · · · · · · · · · ·
Montvale, N.J. 07645	
Atten.: Recorded Docs	
Attent: nacoraed 2005:	Michael Clarke is signing this mortgage to waive
	disclaim and release all rights and benefits
	if any, under or by virtue of the Homostend
Attention:	Exemptions Law of the State of Illinois and the Illinois Marriage and Disolution of Marriage Act
	and to subordingto all aguitable interests in

mortgage.

and to subordinate all equitable interests in the property, If any, to the lien of this

**Unit No. 20 together with an andivided percentage interest in the common elements in Ridge Estates Condominiums, as delineated and defined in the Declaration recorded as Document No. 24794964, in Section 30. Township 41 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 11-30-314-013-1020 c/k/a 7355 N. Ridge, #38, Chicago, In 60645