

PREPARED BY:  
ROSE A. ELLIS  
CHICAGO, IL 60675

# UNOFFICIAL COPY

33787

RECORD AND RETURN TO:

THE NORTHERN TRUST COMPANY ATTN: HOME LOAN CENTER, H-A  
50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675

[Space Above This Line For Recording Data]

## MORTGAGE

332787

THIS MORTGAGE ("Security Instrument") is given on DECEMBER 15, 1992  
MICHAEL HOULIHAN  
AND MARY HOULIHAN, HUSBAND AND WIFE

The mortgagor is

C. Michael Houlihan

("Borrower"). This Security Instrument is given to THE NORTHERN TRUST COMPANY

200 N. LaSalle Street, Suite 2000

92971377

which is organized and existing under the laws of THE STATE OF ILLINOIS  
address is 50 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60675  
TWO HUNDRED THIRTY TWO THOUSAND  
AND 00/100

Dollars (U.S. \$ 232,000.00).  
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 JANUARY 1, 2023.  
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 15 AND THE SOUTH 15 FEET OF LOT 16 IN BLOCK 6 IN LATHROP'S  
RESUBDIVISION OF PART OF LATHROP AND SEAVERN'S ADDITION TO RIVER  
FOREST IN SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

15-12-103-029-0000

which has the address of 703 PARK AVENUE, RIVER FOREST  
Illinois 60305  
Zip Code

Street, City,

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
WMP - GRBLT - 10/92

VMP MORTGAGE FORMS 01002058100 - 100016217281

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DPS 1088

Form 3014 9/90

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Box 180

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Lender  
Form 301A 9/90  
DPS 1080

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BRILLIANT

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 Lender determines that any part of the Property is subject to a lien which may affect the title to the Property 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.

any provision of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his security interest in 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 Lender from recovering his security interest in the lien in, a manner acceptable to Lender; (c) agrees to promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees to

Borrower makes these payments directly to Lender receiving the payment.

If Borrower makes these payments directly to Lender receiving the payment.

to 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 them on time directly which may affect the title to the Property over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay which may affect the title to the Property over this Security Instrument, unless applicable law permits Lender to do so.

4. **Charges**: Lender, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the Property due, to interest due, fourth, 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 due under paragraphs 2;

3. **Application of Payments**, unless applicable law provides otherwise, all payments received by Lender under paragraphs

which may affect the title to the Property over this Security Instrument, Lender shall promptly refund to Borrower any sums received by

Funds held by Lender, if Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, Lender shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than

which may exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

if the Funds held by Lender may agree to be paid, Lender 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 Borrower and Lender may agree to be paid, Lender shall be paid on the Funds, Lender shall give to Borrower

applicable law requires interest to be paid, Lender shall be paid 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 independent real estate tax reporting service

verifying the Escrow items, unless Lender pays Borrower for holding and applying the escrow account, or

Escrow items, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or

including Lender, if Lender is such as to situation) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity

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 future

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future

sets a lesser amount, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount

1974 as amended in time to time, 12 U.S.C., Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds related mortgagor may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, 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; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may affect the 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

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 due under the Note.

1. **Payment of Principal and Interest**, Prepayment and Late (Charges), Borrower shall promptly pay when due the

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

THIS SECURITY INSTRUMENT constitutes a mutual security instrument covenants for national use and non-national covenants with limited

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

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the property, All representations and warranties shall also be covered by this Security

Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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**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 the Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise consents 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



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

To the Secretary

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

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.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the mailing address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

prepayment charge under the Note.

13. **Loan Charges.** If the loan secured by this security instrument is subject to a rate which bears 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 sum and necessity to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Lender or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any further notice to make this refund by reducing the principal owed under the note or by making a direct payment 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 further notice to make this refund by reducing the principal owed under the note or by making a direct payment to Borrower.

Secondly by this Security instrument; and (c) agrees that Lender and any other successors may exercise its remedies in accordance with the terms of this Security instrument or the Note without due borrower's consent.

**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, 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 shall be liable to the successors and assigns of Lender and Borrower, jointly and severally, for all amounts due under this Security Instrument, and (a) interest that accrued and any other liability that accrued or otherwise may accrue to Lender and Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums in summen but does not execute the Note; (c) is co-signing this Security instrument only to mitigate, limit and convey that Borrower's interest in the Property under the terms of this Security Instrument; and (d) any other liability that accrued or otherwise may accrue to Lender and Borrower by reason of any provision of this Security Instrument.

successors in interest. Any forfeiture by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Less Leander and Borroower otherwise agree in writing, my application of proceeds to principal shall not extend or  
seconded by this secretary insubordination, whether of fact or law.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the conduct of others to make award of settle a claim for damages, Borrower fails 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

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

market value of the Property immediately before the taking is less than the amount of the sum secured immediately before the

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair

Secondly instrument immediately before the taking, unless borrower and lender otherwise agree in writing; the sum so received by this Section 1 instrument shall be rendered by the proceeds multiplied by the following fraction: (a) the total

whether or not when due, will my excess paid to obtain a sum which is equal to or greater than the amount of the sums secured by this

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 shall be paid to [redacted]

**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

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance is no longer required, at the option of Lender, it mortgagor insurable coverage (in the amount and for the period

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**17. Transfer of the Property or 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 for 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 assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable, or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

DPS 1093  
Form 3014, 9/90

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DPS 1094

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Notary Public

My Commission Expires:

Given under my hand and official seal, this 15 day of July, 1999.  
free and voluntary act, for the uses and purposes herein set forth  
me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR  
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

MICHAEL HOUЛИHAN AND MARY HOUлиHAN, HUSBAND AND WIFE  
Counties do hereby certify that

a Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

The undersigned

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Witness

Witness

Witness

Witness

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and  
in any riders executed by Borrower and recorded with it.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. And supplemental the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.
- Adjustable Rate Rider       Other(s) (specify)      V.A. Rider  
Graduated Payment Rider       Ballouan Rider        
Condominium Rider       Rate Improvment Rider        
1-4 Family Rider       Second Home Rider        
Biweekly Payment Rider         
Planned Unit Development Rider

(Check applicable box(es))

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together  
with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument. And supplemental the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security  
Instrument.

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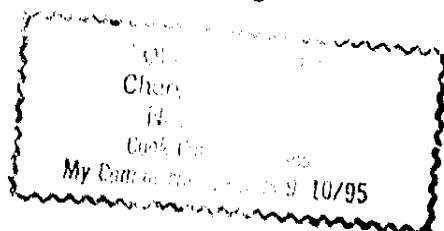
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9-29-1995

*Property of Cook County Clerk's Office*

"I, [redacted], a notary of public in and forward county aforesaid, do hereby certify that Edward S. Becker who is personally known to me to be the same person who executed the within instrument AS THE ATTORNEY IN FACT of Francis C. Wessely, appeared before me this day in person and acknowledged that he signed, sealed, and delivered the said Instrument, as the attorney in fact, as the free and voluntary act of himself and of said Francis C. Wessely, his said principal for the uses and purposes in said instrument set forth."

NOTARY PUBLIC



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## MORTGAGE RIDER FOR COVENANT #22

THIS RIDER IS Incorporated into a certain MORTGAGE dated of even date herewith given by the UNDERSIGNED to secure MORTGAGE indebtedness; said MORTGAGE encumbers real property commonly described as:

- 1) BORROWER and LENDER agree that notwithstanding anything contained in COVENANT 22 of the MORTGAGE, LENDER is hereby authorized to charge a reasonable fee for the preparation and delivery of a RELEASE DEED.
- 2) BORROWER and LENDER agree that if the FEDERAL NATIONAL MORTGAGE ASSOCIATION or the FEDERAL HOME LOAN MORTGAGE CORPORATION buy all or some of the LENDER's rights under the MORTGAGE, this RIDER will no longer have any force or effect.

IN WITNESS WHEREOF, BORROWER has executed this RIDER.

*[Signature]*  
MICHAEL HOULIHAN

(SEAL)  
-BORROWER

*[Signature]*  
MARY HOULIHAN  
C.  
*[Signature]*  
MCH

(SEAL)  
-BORROWER

(SEAL)  
-BORROWER

(SEAL)  
-BORROWER

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