UNOFFICIAL COPY . . . This Instrument Was Prepared By DONALD C. MINAS When Recorded Mail To TITIST NATIONWIDE BANK A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, SA 95834-8450 (Space Above This Line For Recording Data) DOC. 020 MORTGAGE THIS MORTGAGE (Security Instrument") is given on DECEMBER 18, 1992 MAPK MIROCHA AND PENNY B. MIROCHA, HUSBAND AND WIFE The mortgager is 72-05000 92972209 ("Borrower"). This Security Instrument is given to FIRST NATIONWIDE BANK, A FEDER & SAVINGS BANK under the laws of THE UNITED STATES OF AMERICA which is organized and existing , and whose address in 135 MAIN STREET, SAN FRANCISCO, CA 94105-1817 ("Lender"). Becrower owes Lender the principal sum of SEVENTY EIGHT THOUSAND FOUR HUNDRED AND 00/100 Dollars (U.S. \$ ******78,400,00). 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 U', 2008 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, ar 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 Instrumer can't the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in County, Illinois: COOK AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE. DEPT-01 RECORDING #31.7 746666 TRAN 4421 12/24/92 12:25:00 43841 章 サータスータア22のタ COOK COUNTY RECORDER O_{ff} 03-10-206-002 which has the address of 35 GEORGE ROAD

60090-0000 WHEELING, IL

("Property Address");

TOGETHER WITH all the improvements new 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 "

BORROWER COVENANTS 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.

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

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Cook County Clark's Office

LEGAL DESCRIPTION:

LOT 1 IN BLOCK TEN (10) IN DUNHURST SUBDIVISION UNIT NO. ONE (1), PART OF THE AD PRIL.
INSHIP 42 L
E PLAT THEPRO.
JUNTY, ILLINOIS, L.

Loan #0002960326 SOUTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDAN AND PART OF THE NORTHEAST QUARTER (1/4) OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK

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

1. Payment of Principal and Interest; Propayment 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 leazehold 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 Horrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called. Exercise Hense, "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 Extate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 at seq. ("RESYA"), unfess another law that applies to the Funds sets a leaser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the leaser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excrew 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 Lander is such an institution) or in any Federal Home Lean Bank. Lender shall apply the Funds to pay the Escraw Items. Lender may not charge Berrower for holding and applying the Funds, annually analyzing the escraw account, or verifying the Escraw 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 outste tax reporting service used by Lender in connection with this loan, unless applicable law provider of arwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or carnings 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.

It 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 exquirements 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, Londor shall promptly refund to Sorrower any Funds held by Londor. If, under paragraph 21, Londor shall acquire or soll the Property, Londor, prior to the acquisition or solo of the Property, shall apply any Funds hold by Londor at the time of acquisition or solo of acquisition or solo of the security Instrument.

3. Application of Paymonts. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment 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 of the Note.

4. Charges; Liens, Borrower shall pay all taxes, we ments, charges, lines 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, Portywer 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 tien which has priority exclusive Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Londer; (b) contests in good faith the lien by, or defends against unforcement of the lien in, legal proceedings which in the Lender's pirion operate to prevent the enforcement of the lien in agreement satisfactory to Lender substituting 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 sucil 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 mortging clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receives 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 Berrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair is economically lessible 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 Londor 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 Londor 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; Leasehold. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in ferfeiture 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

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paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Londor's good faith determination, precludes forfoiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Londor'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 Londor (or failed to provide Londor 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 marge unless Lander agrees to the marger in writing.

7. Protection of Londor'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 bankruptny, 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 Leader's rights in the Property. Leader's actions may include paying any nums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' tees and entering on the

Property to make repairs. Although Londer may take action under this paragraph 7, Londer doss 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 I ender 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. Martgage Insurance. If Lender required martgage 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 Londer lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivale it to the mortgage insurance previously in effect, et a cost substantially equivalent to the cost to Borrower of the mortgage insurance processly 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-twellth of the yearly mortgage insurance premium being paid by Berre wer when the insurance coverage lapsed or ceased to be in effect. Londor will accept, use and retain these payments as a loss reserve to tie t of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (mile amount and for the period that Lender requires) provided by an insurer approved by the Lender again becomes available and is obtained. For ower 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; per if ring reasonable cause for the inspection.

10. Condomnation. 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 corvey, ace 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 ac 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 group, 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 fract on: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately by one the taking. Any balance shall be 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 less than the amount of the sums secured immediately before the taking, unless Borrower and Leider otherwise agree in writing or unless applicable law otherwise & provides, the proceeds shall be applied to the sums secured by this Security instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or it, after notice by Lander to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Londer within 30 days after the date the notice in given, Londer is authorized to 1 collect and apply the proceeds, at its option, either to restoration or repair c. the Property or to the sums secured by this Security

Instrument, whether or not then due.

Unless Londor and Borrower otherwise agree in writing, any application of procrads o 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 Luch pryments.

11 Borrower Not Released; Forbearance By Lender Not a Waiver, Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lander to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Londer shell rult 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 demand made by the original Borrower or Borrower's succession in interest. Any forbearance by Londer in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right of semedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and a greemen tof this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragrap 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but doer not execute a is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the ms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) ogrees the eder and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of

Instrument or the Note without that Borrower's consent.

13, Loan Charges, If the loan secured by this Security Instrument is subject to a few which sets maximum loan charges, a 😥 is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the second connection with 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 propayment without any propayment charge 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 Londer designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been

given to Porrower 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 and the provisions of this Security Instrument and the Note are declared to be severable.

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

17. Transfer of the Property or a Boneficial 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 Londor exercises this option, Londor 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. Londor may invoke any remedies permitted by this Security

Instrument without further notice or demand on Borrower.

18. Borrower's Right to Roinstate. 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 judgement 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 accoleration had occured; (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 atterneys' 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 occured. 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 me. 4 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 at eve and applicable law. The notice will state the name and address of the new Loan Servicer and the address

to which payments should be rade. 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. For over she' 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 Lendr, 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 remudiation of any Hazardous Substance affecting to 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 these substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic potroleum products, toxic posticides and herbicides, volatile solvents, materials containing asbestoe 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 For ower 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 place of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not any of one before the date specified in the notice, Lender at its option may require immediate payment in full of all sums second by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding, but not limited to, reasonable atternays' foes and costs of title evidence.

22, Roleaso, Upon payment of all sums secured by this Security Instrument, Lender shall relieve this Security Instrument without

charge to Borrower, Borrower shall pay any recordation costs.

23. Waiver of Hemestead, Borrower waives all right of homostead exemption in the Property.

24. Riders to this Security Instrument, If one or more riders are executed by Borrower and recorded to other with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and surplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable on (as))

Adjustable Rute Rider Graduated Payment Rider	Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Ride
Balloon Rider	Convertible Rider	Second Home Rider
Other(a) specify		

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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.

MARK T. MIROCHA		n A La Allagangan again agus an tha tha tha tha ann an an an ann an an an an an an an	12/13/4	∕⊋ <u>z</u> Dato
PENNY H. MHOCHA PYLLOCKO		·	1.2/18/0	7. J. Date
			Language and state white, suggested by Prof. Section 5. Section 2016.	Date
				Date
COUNTY OF COOR I, The acadegree, a notary published that the conditions are subscribed to in person, and acknowledged that the free and voluntary act, for the uses a civen under my hand and officially 922 MY COMMISSION EXPIRES: 10-19-94	Y SIGNED AND PURPOSES IL SEAL THIS CHRISTI NOTARY PU	DELIVERED THE S THEREIN SET FORTI 1872 DAY O NOTARY F	AID INSTRUMENT AS THE SECONDARY SECONDARY SUBLIC	IIIIO DA I

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