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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **NOVEMBER 25, 1992**
The mortgagor is **BRIUCE A. RONNER AND ZENA M. RONNER, HUSBAND AND WIFE**

("Borrower"). This Security instrument is given to
WASHTENAW MORTGAGE COMPANY

which is organized and existing under the laws of **THE STATE OF MICHIGAN**
315 E. EISENHOWER, STE. 12, ANN ARBOR, MICHIGAN 48108

, and whose address is
("Lender").

Borrower owes Lender the principal sum of
ONE HUNDRED FIFTY THOUSAND NINE HUNDRED FIFTY AND NO/100

Dollars (U.S. \$ **150,950.00**). 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 **DECEMBER 1, 2007**.

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:

**LAND SITUATED IN THE CITY OF GLENCOE, COOK COUNTY, ILLINOIS
LOT 145 IN BAIRD AND WARNER'S SKOKIE RIDGE, BEING A SUBDIVISION IN THE EAST
1/2 OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 12, EAST OF
THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH
23, 1927 AS DOCUMENT NUMBER 9589408, IN COOK COUNTY, ILLINOIS.**

04-01-413-013

DEPT-01 RECORDING
TAX1111 TAN 7540 12/29/92 15-50000
#5587 # 4-22-7797972
COOK COUNTY RECORDER 31-50

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which has the address of **1000 SKOKIE RIDGE**
[Street]
GLENCOE, ILLINOIS 60022 ("Property Address");
[City] [Zip Code]

ILLINOIS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
MTOIL (1092)

Form 3014 8/90 (page 1 of 8 pages)

3/5/0

5. **Fuzzard or Property Insurancce.** Fuzzard power shall keep the impromulgants now existing or heretofore enacted on the property insured against loss by fire, hazards included within the term "extending coverage", and any other hazards, including floods or flooding, for which Fuzzard power shall be maintained, this insurance shall be maintained in the amount and for the period as specified in the policy.

Horrorower shall promptly disclose any information secured by the party in accordance with this Section 10 days of the filing of a motion.

In 1791 under *recépits évidemment faits par les paymeuts*, the *comptes de dépenses* were paid up to the *particulars*.

4. Charges: Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions applicable to the property which may accrue prior to this Security Instrument and leasehold payments or rents, if any.

3. Application of Payments. Unless otherwise provided, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any prepayment claim charges due under the Note; second, to principal due; third, to interest due; fourth, to prepayment due; and last, to any late charges due under paragraphs 2.

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any underpayment paid by Lender in the time of acceleration, and pay Lender's reasonable attorney fees and costs incurred by Lender in the collection of such sums.

If the funds held by under exceed the amounts permitted to be held by subparagraphs (a) and (b) of this section, the amounts held by under shall be distributed among the beneficiaries in accordance with the provisions of this section.

2. Payments for taxes and insurance are subject to deduction when paid in full, a sum ("fund") for (a) yearly taxes and assessments which may affect property over this security instrument as a lien on the Property; (b) yearly fixed leasehold payments of ground rents on the Property; (c) yearly interest of property instrument payments; (d) yearly insurance premiums, if any; (e) yearly property 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 are called "accrued items." Under any, in my name, collects and holds funds in an amount not to exceed the maximum amount of future taxes and insurance which may affect the property under this instrument.

1. Payment of Pre-emptive and Inter-estate Prepayments and late Charges. However shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayments due under the Note.

UNIFORM COVENANTS. Shorter and broader covenants and agree as follows:

THIS SECURITY INSTRUMENT comprises uniform covenants for mutual use and non-contaminating substances or chemicals.

IN DIRIGITOWIEZ COVAFANATIS THAT HORRORER IS LAWFULLY SEIZED OF THE CASE AND CONVEYED AND THAT THE HIGH COURT IS APPROPRIATE TO ACCORD

and fixtures now or hereafter in part of the property. All improvements now or hereafter erected on the property, and in extensions, upgradings, maintenance, All of the foregoing is referred to in this Security Instrument as the "Property".

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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, 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.

6. Occupancy, Reservation, 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 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 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 payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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18. Borrower's Right to Release. 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 certain instruments) 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. These conditions are described below:

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 accrued 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.

17. Transfer of the Proprietary or a Beneficial Interest in Borrower. All or any part of the Proprietary 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 his option, require immediate payment in full of all sums received by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law or if the transfer of the security instrument is prohibited by applicable law.

16. Borrower's Copy. It is recommended that a copy of the Note and of this Security Agreement be given to the Borrower.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the property is located. In the event that any provision 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. Note that certain provisions of this Security Instrument or the Note are designed to be severable.

14. Notice, any notice to horroower provided for in this Section may be given by delivery in writing or by mail to the first class mail unless applicable law requires use of another method. The notice shall be given to horroower personally, or by certified mail, return receipt requested, to his address as set forth in the application for loan or otherwise provided for in this paragraph.

12. Successors and assigns of Lessor and Borrower, the co-venturers and beneficiaries of this Security instrument shall fulfil and perform the successions and vestiges of Lessor and Borrower, subject to the provisions of this Security instrument.

Conditions Lender and Borrower acknowledge that each of the monthly payments shall be applied first to principal and then to interest, and any surplus shall be applied to principal until all principal is paid, and thereafter to interest until paid, and any balance shall be paid by Lender to Borrower.

If the Property is abandoned by the Owner, or if, after notice by the Owner to the lessee that the condemned offers to make an award of settle a claim for damages, the Owner fails to respond to such notice within 30 days after the date the notice is given, the Owner is authorized to collect and apply the proceeds, at his option, either to restoration or repair of the property to its former instrument, whether or not then due.

In the event of a total take-over by the Proprietary, the proceeds shall be applied to the sum secured by the Proprietary or holder of a total take-over, while any excess shall be applied to the sum secured by the Proprietary in the event of a partial take-over which is insufficient, whether or not then due, to cover the Proprietary's liability before the Proprietary paid to the take-over, in the event of a partial take-over which is insufficient, whether or not then due, unless the holder otherwise agrees in writing or unless otherwise provided law otherwise provides shall be applied to the sum secured by the Proprietary or holder of a partial take-over which is insufficient, whether or not then due.

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Security Instrument, including but not limited to, reasonable attorneys' fees; and (d) take such action as Lender may reasonably require to assure that the tenor 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.

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 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. [Check applicable box(es)]

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)

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