Diasi Lakes Business forms, inc

Burm 3014 9/90 (page 1 of 6 pages)

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60302

"Property Address"); [Jaous]

which has the address of 139 S. CUYLER

16-08-300-026 TAX NUMBER:

COOK CONNEX INTROCES

TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

MEST HALE OF THE WEST HALF OF THE SOUTH WEST QUARTER OF SECTION 8, OF LOT 14 IN PLOCK 55 AND LOT 23 IN RESUBDIVISION OF BLOCK 53 IN THE 1 TO 11 INCLUSIVE IN BLOCK 48 IN LOTS 1 TO 13 AND THE SCOTP 25 FEET AIPTVEE OF RIDGELAND OF LOTS 16 TO 23 INCLUSIVE IN BLOCK 45 AND LOTS HALL OF THE WEST HALF OF THE SOUTH WEST QUARTER WITH PESUBDIVISION IN FOR B IN BLOCK 2 IN CLOSE'S SUMDIVISION OF THE LAST HALF OF THE WEST

County, Himois: grant and convey to Lender the following described property located in covenants and agreements under this Security Instrument had the Note. For this purpose, Borrower does hereby mortgage, interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's

PERRUARY 1ST, 1999

by the Note, with interest, and all renewals, extensions and thodifications of the Note; (b) the payment of all other sums, with This Security in trument secures to Lender: (a) the repayment of the debt evidenced Instrument ("Note"), which provides for monthly payments, with the full debt, it not paid carlier, due and payable on ). This dobt is evidenced by Borrower's note dated the same date as this Security 180,000,081 ONE HONDEED EIGHLK LHOUSVAD VAD NOVICO

"Lender"). Be mower owes Lender the principal sum of

100 MIEEB DETAC, WOOD DAIP, II. 60191 To swal off no lating and existing on let the laws of Household Bank, t. a.b.

and whose address is

("Borrower"). This Security Instrument is given to

The modifique is walter J. whang and derogan J. whang, his wife.

TRIS YHAUNAU 1665

THIS MOXTANGIE ("Security Instrument") is given on

MORTGAGE

- [statt gaibresell rest line For Recording Data] -

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**1922909** Mood pata, it, 60191 100 WICEGT DETAG

Rousehold Bank, f.s.b.

BHENDY HVNCOCK

WHEN RECORDED MAIL TO

Equal Title
415 & LaSalte Sues 403
Chicaga, E. 60610 EC12599.

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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrewy Lems," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures. A.c. of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of ourse Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accourting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, tines and impositions altrioutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

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The proceeds of any award or claim for damages, direct or consequential, in connection with 10. Condemnation. give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall 9. Inspection.

agreement between Borrower and Lender or applicable law.

offeet, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender lieu of mortgage insurance, Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in Lender each month a sum equal to one-twelfth of the yearly morigage maurance premium being paid by Borrower when the insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost reason, the morgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. It, for any

8, Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this requesting payment.

the date of disbursement at the Note rate and shall be payable, with inferest, upon notice from Lender to Borrower Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amorais shall bear inferest from Any unnounts disbursed by Lender under this paragraph 7 shall become additional debior Borrower secured by this

take action under this paragraph 7, Lender does not have to do so.

appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Atthough Lender may Property, Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or (orfeiture or to enforce laws or regulations), contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the

If Borrower fals to perform the covenants and agreements 7. Protection of Lender's Bights in the Property.

agrees to the merger in writing.

of the lease, If Borrower acquires fee title to the Property, the leavehold and the fee title shall not merge unless Lender Property as a principal residence. If this Security Instrument is an a leasehold, Borrower shall comply with all the provisions with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially talse or Borrower's interest in the Property or other material integration of the lien created by this Security Instrument or Lender's or proceeding to be dismissed with a ruling that in Lender's good faith determination, precludes forfeiture of the Lender security interest, Borrower may cure sushin default and reinstate, as provided in paragraph 18, by causing the action could result in forfeiture of the Property or otherwise materially impair the fien created by this Security Instrument or be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment destroy, damage or impair the Property Allow the Property to deteriorate, or commit waste on the Property. Borrower shall unreasonably withheld, or unless excogning circumstances exist which are beyond Borrower's control. Borrower shall not for at least one year after the dat of occupancy, unless Lender otherwise agrees in writing, which consent shall not be after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence Leuscholds. Borrowei et al occupy, establish, and use the Property as Borrower's principal residence within sixty days

6. Occupancy, e escrution, Muintenance and Protection of the Property; Borrower's Loan Application;

instrument immedia, its prior to the acquisition. from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting posipone the lang and the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

when the notice is given.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of Lender, Lender may make proof of loss if not made promptly by Borrower.

of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts All insurance policies and renewals shall be acceptable to Londer and shall include a standard mortgage clause. Londer

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

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 Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or 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 greater 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 fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender 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 if, after notice by Lender to Borrower that the condemnor offers to make an award or 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 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.

11. Borrower Not Referred; 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 successors 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 demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in excreising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this security Instrument: (b) is not personally obligated to 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.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other local 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 Borrowe 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.

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 rotice 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 Porrower. 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 or; 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 shall be given one 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 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 (or such other period as

ITEM 1876L4 (9103)



THIS BALLOON RIDER is made this 218T day of JANUARY and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to Household Bank, f.s.b. (the "Lender") 100 Mittel Drive, Wood Dale, IL 60191 of the same date and covering the property described in the Security Instrument and located at: 139 S. CUYLER, OAK PARK, IL 60302

## [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and this Ridor. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Socurity Instrument or the Noto):

## 1. CONDITIONAL RIGHT TO REFINANCE

At the maturity r'are of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") , and with an interest rate equal to the "New Note Rate" with a new Maturity Date of FEBRUARY 1ST .2022 determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinancing Option\*). If these conditions are not mot, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Meturny Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

## 2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, cortain conditions must be met as of the Maturity Date. These conditions are (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot lave been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date. (3) no lien again, the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the Ney Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below

## 3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required not yield for 30 year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one half of one percentage point (0.5%), rounded to the nearest one-eighth of one-percentage point (0.125%) (the "New Note Rate"). It is required new yield shall be the applicable not yield in effect on the date and time of the day the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required not yield is not available, the Note Holder will determine the New Note Raty by using comparable information.

## 4. CALCULATING THE NEW PAYMENT AMOUNT

ALCULATING THE NEW PAYMENT AMOUNT
Provided the New Note Rate as calculated in Section 3 above is not granter that 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will dote mine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are our ent, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

## 5. EXERCISING THE CONDITIONAL REFINANCING OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my cayment record information, tagether with the name, title and address of the person representing the Note Holder that I must notify in a dor in exercise the Conditional Refinancing Option If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Bate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of recording is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise most the new interest rate (the New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge mu reasonable fees and costs associated with exercising the refinance option

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

Mary Cille	(Seal)	Devorate () W	(Seal)
WALTER J. WHANG	Gorrower	DEBORAH J. WHANG//	Barrower
	(Seal)	<i>U</i>	(Seal)
	··Barrower		Borrower
			(Sign Original Only

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Property of Cook County Clerk's Office

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 Nore; 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 violacian 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 accommodate of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agenc, 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 remanation 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 Sphstances" 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, materiole containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" mea is 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 Porrower 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.

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(MathbA) My Comment in Expline 1th 25, 1994 CON MITTEL DILAGO World Dale, IL 16109 NOTARY PUBLIC, CTATE OF ILLINOIS EDMATO W COOK .d.e.l AnsH blodesuc OECHIVI PEVEL This instrument was prepared by BHENDA HANCOCK rijang Karios My Commission expires: Given under my hand and official seal, thus Jo yab JSIZ TARUNALY (Orth.) free and voluntary act, for the assess and purposes therein set and delivered the said instrument as 11941 subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Phay bongis personally known to me to be the same person(s) whose name(s) do hereby certify that Walter II, whang and deborah II, whale HID MIEE: できょうにようしんし ヨヤ丁 a Notary Public in and for said county and state, C cole County ss: STATE OF ILLINOIS, Social Security Number .... Social Security Number имонон (११७५) (Scal) Social Security Number Bottower Wimess: Witness. Security Instrument and in any rider(s) executed by Borrower and recorded with jt, BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Other(s) [specify] Second Home Rider Rate Improvement Rider Balloon Rider Graduated Payment Rider Biweekly Payment Rider Planned Unit Development Rider Adjustable Rate Rider Condominium Rider 1-4 Family Rider Instrument, [Check applicable box(es)] supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24, Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with