PURPOSE OF WAIVING HOMESTEAD RIGHTS)

Bottower: DAVID M. MÖORE Postu No: 01664291

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1835 VLK 8 LH 3 31

Permanent-Index Number: 17-21-211-003

SHOWN

1300 MOODEIELD ROAD, #201 ACCUBANC MORTGAGE CORPORATION

Return to:

SCHAUMBURG, IL 60173

PRINCE BUILD BUT SWOOD BO

THE MORTGAGE ("Security Instrument") is given on 24th day of March, 1992.

BOX 803089, DALLAS, TEXAS 75251 organized and existing ander the laws of the State of TEXAS, and whose address is 12377 MERIT DRIVE, #600, P.O. This Security Instrument is given to ACCUBANC MORTGAGE CORPORATION, A CORPORATION, which is ("Borrower").

The mortgest to DAVID M, MOORE MARRIED TO BEATRICE I, MOORE (SIGNING SOLELY FOR THE

MORTGAGE

1, 1999. This Security instrument secures to Lender: (a) the repsyment of the debt evidenced by the Note, with interest, Instrument ("Note"), which provides to, monthly payments, with the full debt, if not paid earlier, due and payable on April NO/100----Dollars (U.S. \$ 318,400.01). This debt is evidenced by Borrower's note duted the same date as this Security BOLLOWER OWES LENDER THE PRINCIPAL SUM OF THREE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED with ("Jender")

and convey to Lendor the following described property located in COOK County, Illinois: and agreements under this Security Instrument, and the Note. For this purpose, Borrower does hereby mortgage, grant under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and all renewals, extensions and modifications of the Note; (b) the payment of all other sams, with interest, advanced

SEE LEGAL DESCRIPTION ATTACHED HELETO AND MADE A PART HEREOF

which has the address of 1444 A SOUTH FEDERAL STREET, coop ben 110 1861

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("szonbbA ynagor4")

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appurtantiness, 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." TOUSTHER WITH all the improvements now or hereafter crected on the property, and all casements,

Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any mortgage, grant and convey the Property and thus the Property is unencumbated, except for encumbrances of record. BOSKOWISE COVENANTS that Bottowor is inwially relied of the estate hereby conveyed and has the right to

THIS ERCURITY INSTRUMENT COMPINER UNIFORM COVERING FOR BUILDING AND NON-UNIFORM COVERING WITH

imited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS - Bingle Fai

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UNIFORM COVENANTS. BOTTOWER 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 is we 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 "Excrow Items." Lender may, at any time, collect and hold Punds in an amount not to exceed the maximum amount a hender for a federally related mortgage loan may require for Borrower's excrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Punds sets a lesser amount. If so, Lender may, at any time, collect and hold Punds in an amount not to exceed the lesser amount. Lender may estimate the amount of Punds due on the basis of current data and reasonable estimates of expenditures of future Excrow 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 Lendar, if Lendar is such an institution) or in any Federal Home Loan Bank. Lendar shall apply the Funds to pay the Escrow Items. Lendar may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lendar pays Borrower interest on the Funds and applicable law permits Lendar to make such a charge. However, Lendar may require Borrower to pay a one-time charge for an independent review to the reporting service used by Lendar in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lendar shall not be required to pay Borrower any analysis or carnings on the Funds. Borrower and Lendar may agree in writing, however, that interest shall be paid on the Funds. Lendar 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 required by this Security Instrument.

If the Funds held by Ander 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 tweke arouthly payments, at Lender's sole discretion.

Upon payment in full of all sum 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 applied have provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any pre-ayment 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 under the Note.

4. Charges; Liens. Borrower shall pay all taxer, as assments, charges, fines 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 n saragraph 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 attounts to be paid under this paragraph. If Borrower makes these payments, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority of or 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, legy, 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 of hereafter erected on the Property insured against loss by fire, hazards included within the term "extended co crage" 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 shall not be unreasonably withheld. If Borrower fails to maintain the regret of described obeve, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph.

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 promptly 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, Preservation, Maintenance and Protection of the Property; Borrower's Loan Applications, 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.

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as a partial prepayment without any prepayment charge under the Note. connection with the lan oxecate the permitted limits, then: (a) any such total collected from Borrower which exceeded permitted limits and (b) any such loan charge the principal owed permitted limits and (b) any such loan charge the principal owed permitted limits and (c) any such as a feeling the principal owed permitted limits and (c) any such collected from Borrower which exceeded permitted limits and (c) any such this refund by reducing the principal owed under the Mole of by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated under the Mole of by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated to be a supplied to the principal owed under the Mole of by making a direct payment to Borrower. If a refund reduces principal, the reducing will be treated to be a supplied to the principal to the principal owed to be a supplied to the principal to the prin charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum foan

Note without that Borrower's consent. ugice to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the obligated to pay the sums secured by this Security instrument; and (c) agrees that Lender and any other Borrower may of the original software of software a successors in incocast. Any torocations by the original software of software of the software of partitional but does not excent in the More shall be joint and several. Any Botrower who copyished of partitional but does not excente the Mote; (a) is co-signing this Security Instrument only to mortgage, signs this Security Instrument but does not excente the Mote; (b) is co-signing this Security Instrument only to mortgage, grant and convey that Botrower's interest in the Property under the terms of this Security Instrument; (b) is not personally stant and convey that Botrower's interest in the Property under the terms of this Security Instrument; (b) is not personally abilities to may be some object for the latest that I ender and sets of better Received by this Security Instruments.

Lender shall not be required to commence proceedings against any successor in interest or retuse 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 Botrower or Botrower's successors in interest. Any forbearance by Lender in exercising any right or comments about the action of the sums secured by the original potential of the security interest. increat of Borrower shall not operate to release the liability of the original Borrower or Borrower's and not operate modification of amortization of the sums secured by this Security Instrument granted by Lendon to any successor in 11. Borrower Not Released; Forbeurance By Lander Not a Walver. Extension of the Ame for payment or

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or postpone the due date of the monthly payments referred to in paragraphs I and 2 or the amount of auch

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 proceeding principal shall not extend If the Property is abundaned 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, where to restoration or repair of the notice is given, Lender is authorized to collect and apply the proceeds, at its option, where to restoration or repair of the

whether or not the sums are then due, in writing, the sums secured by this Security instrument shall be, counced by the amount of the proceeds anticipled by the in writing, the sums secured by this Security instrument shall be, counced by the amount of the proceeds anticipled by the falt market following fractions (a) the froperty immediately before the taking. Any balance say, he placed in the exemt of a partial value of the Property immediately before the taking. Any balance say, he proceed in the anticipled by the secured immediately before the taking, and say the same secured by this Security institution of the sums secured immediately before the taking, unless Borre say is an artiflag or amount of the sums secured immediately before the taking, unless Borre says secured by this Security Instrument unless applicable has otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument unless applicable has otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument unless applicable has otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument unless applicable has otherwise provides, the proceeds shall be applied to the same secured by this Security Instrument unless applicable has a secured by the Security Instrument unless applicable has a secured by this security Instrument unless applicable to the same secured in the same secured to the same secured to the same secured to the same secured the same secured to the same secu In the world of a total form 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 spatial taking of the Property immediately before the taking is on greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise successions.

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shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation or other taking of any part of the Property, or for conveyance in licu of condemnation, are hereby with any condemnation or other taking of any part of the Property, or for conveyance in licu of condemnation, are hereby with any condemnation or other taking of any part of the Property, or for conveyance in licu of condemnation, are hereby with any condemnation or other taking of any part of the Property or for conveyance in licu of condemnation, are hereby with any condemnation or other taking of any part of the property or for conveyance in licu of condemnation, are hereby with any condemnation or other taking of the property or for conveyance in licu or other taking of the property.

if mortgage insurance coverage (in the amount and for the period that Lender requires) purioded by an insurer approved by Lender again becomes available and the obtained, Bottower shall pay the premiums required to maintain mortgage insurance ends in accordance with insurance in effect, or to provide a new and I ender or applicable law.

9. Inspection. Lender or its agent only make reasonable entries upon and inspections of the Proporty. Lender applicable management of the Proporty. Lender the management of the property of the property of the property of the property. iny tenent, the early place historiate coverage substantially equivalent of the mortgage insurance previously in effect, at a constant required to the mortgage insurance previously in effect, at a cost substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage is not equivalent. It substantially equivalent mortgage is not available, Borrower shall pay to Lender each month a sem equal to one-twelfth of the yearty mortgage is not available, Borrower shall pay when the insurance coverage from one-twelfth of the yearty mortgage is not available, Borrower shall pay when the insurance coverage from the each of the presence operation of class as a loss insurance coverage from the insurance coverage from the insurance coverage from the insurance coverage from the insurance coverage (in the amount and for the nethod that Lender requires) provided by an insurer approved if mortgage insurance coverage (in the amount and for the nethod that Lender requires) provided by an insurer approved if mortgage insurance coverage (in the amount and for the nethod that Lender requires) provided by an insurer approved if this Security Institutions, Borrower shull pay the premiums required to maintain the mortgage insurance in effect, Borrower shull pay the any reason, the mortgage insurance coverings required by Lender lapses or ceases to be in effect, Borrower shull pay the

8. Morgue insurance. If Lender required mortgage insurance as a condition of making the loan socured by from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower this Security Instrument. Unless Borrower and Lendor agree to other terms of payment, these amounts shall bear interest

Any amounts disbursed by Londer under this paragraph 7 shall become additional debt of Borrower secured by must take section under this paragraph? Lender does not have to do so.

Although Lender on the paragraph? Lender does not have to do so.

contained in this Scentity Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in the proceeding in the Property and Lender's rights in the Property in the Lender's recent and Lender' an Protection of Lender's Rights in the Property. If Borrower falls to perform the coverants and agreements

process, gave materially false or inaccurate information or statement to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced free forth including, but not limited to, representations concerning Borrower's occupanty of the Proporty as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower sequires fee title to the Property, the leasehold, and the lease free field in merge unless Lender agrees to the merger in writing.

The provisions of the provisions of the lease to the merger in writing. Instrument or Lender's security interest. Borrower may cure such a default and entire its located by this Security Defender's interest in the Property or other material impairment of the Borrower's interest in the Property or other material impairment of the Borrower's interest in the Property or other material impairment of the lien created by this Security for clicking of the Borrower, during the loan application instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good 14. Notices. Any no local Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and

the Note are declared to be severable.

16. Borrower's Copy. Borrower 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 have any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Lo.—wer'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 applicable law may specify for reinstatement) before sale of the Property pursuant to any power of calc contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) proc. 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 Lan 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") hat collects monthly payments due under the Note and this Security Instrument. There also may be one or more change 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 appear 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 Environments (1.2w. The preceding two sentences shall not apply to the presence; use, or storage on the Property of small quantities of Argandous 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 in exigation, 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 necessary with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those subtances 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 ashestos 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 College.

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to accelerate. Pilowing Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to accelerate a under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action equired 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 Scarrly inherment. If one of mowith this Security Instrument, the covenants and agreements of and supplement the covenants and agreements of this Security Instrument. [Check applicable box(es)]	tides, are called by Borrowardand recorded together each such rider shall be incorporated into and shall amend instrument as if the rider(s) were a part of this Security
Adjustable Rate Rider Conductifilum Graduated Payment Rider X Planned Unit I Balloon Rider Rate Improver Cher(s) [specify] Prudential Occupancy Rider	Development Rider
By Signing Below, Borrower accepts and agrees instrument and in any rider(s) executed by Borrower and reco	to the torms and covenants contained in this Security with it.  (Seai)  DAVID M. MOORE Borrower
DO OF	Beatrice J. Moore-signing .Somower solely for the purpose of waiving homestead rights
	-Borrower
[Spece Relow Tris Line For	-Borrower  Anknowieckyment)
State of ILLINOIS County of County	O(1)/1
The foregoing instrument was acknowledged before me this	J. Hum Word Notary Public
My commission expires:	Printed Name)
nt y	"OFFICIAL SEAL" Jurith Wesess Cook Gounty County The State of White State of Whit

The Mark the State of the

Poperty of Coof County Clert's Office

### PARCEL 1: UNOFFICIAL COPY.

THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 27 BBANG A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS::

COMMENCING AT A POINT ON THE WEST LINE OF SAID BLOCK 71.66 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE OF 189.83 FEET TO THE EAST LINE OF SAID BLOCK; THENCE NORTH 00 DEGREES, 08 MINUTES, 18 SECONDS EAST ALONG SAID EAST LINE 14.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES WEST 57.20 FEET; THENCE NORTH 45 DEGREES WEST 7.07 FEET; THENCE NORTH 00 DEGREES EAST 124.97 FEET; THENCE NORTH 34 DEGREES, 37 MINUTES, 01 SECONDS WEST 28.16 FEET; THENCE NORTH 90 DEGREES EAST 39.31 FEET; THENCE NORTH 45 DEGREES EAST 20.68 FEET; THENCE NORTH 90 DEGREES EAST 64.08 FEET TO THE EAST LINE OF BLOCK 7 AFORESAID; THENCE SOUTH 00 DEGREES, 08 MINUTES, 18 SECONDS WEST ALONG SAID EAST LINE 207.08 FEET TO THE POINT OF BEGINNING (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT ON THE EAST LINE OF SAID TRACT 51.83 FEET SOUTH OF THE NORTHRAST CORNER THEREOF; THENCE NORTH 89 DEGREES, 50 MINUTES, 58 SECONDS WEST 78.58 FEET TO THE WEST LINE OF SAID TRACT AND EXCEPT FROM SAID TRACT THAT PART THEREOF LYING EAST OF A LINE DESCRIBED AS FOLLOWS::

BEGINNING AT A POINT ON THE NORTH LING OF SAID TRACT 35.41 FRET WEST OF THE NORTHRAST CORNER THEREOF; THENCE SOUTH TO DEGREES, 09 MINUTES, 02 SECONDS EAST 51.73 FEET) IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES INCLUDING SEWER, WATER, GAS AND DRAINAGE: THAT PART OF BLOCK 7 IN DEARBORN PARK UNIT 2 BEING A RESUBDIVISION OF SUNDRY LOTS AND VACATED STREETS AND ALLEYS IN PART OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD FRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID BLOCK, 71.66 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PERPENDICULAR THERETO FOR A DISTANCE OF 189.83 FRET TO THE EAST LINE OF SAID BLOCK; THENCE NORTH 00 DEGREES, 08 MINUTES, 18 SECONDS EAST ALONG SAID BAST LINE 14.50 FRET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 57.20 FRET; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST 7.07 FERT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 124.97 FEET; THENCE NORTH 34 DEGREES, 37 MINUTES, 01 SECONDS WEST 28.16 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, C0 SECONDS EAST 39.31 FERT; THENCE NORTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST 20.68 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST TO THE EAST LINE OF BLOCK 7 AFORESAID; THENCE NORTH 00 DEGREES, 08 MINUTES, 18 SECONDS EAST 27.76 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST

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MINUTES, 17 SECONDS EAST 25.59 PRET, THENCE NORTH OO DEGREES, OO MINUTES, OO SECONDS EAST 37.12 FEET; THEN INDICTH) 5 DESIRES, DOLL WITE (, ) ( 9) CONDS RAST. 14.14. PRET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS RAST \$5.06 FEET TO THE BAST LINE OF BLOCK 7 AFORESAID; THENCE NORTH OO DEGREES, OS MINOTES, OB SECONDS GAST ALONG SAID EAST LINE 14.0 FEET TO A LINE DRAWN PERPENDICULAR TO THE WEST LINE THEREOF THROUGH A POINT THEREIN 456.25 PEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID PERPENDICULAR LINE 190,76 FEET TO SAID POINT ON THE WEST LINE THEREOF 456.25 FEET NORTH OF THE SOUTHWEST CORNER; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID WEST LINE 14.0 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 55.67 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS BAST 14.14 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 43.24 FEET; THENCE SOUTH 54 DEGREES, 02 MINUTES, 19 SECONDS RAST 24.71 FRET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 32.0 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS WEST 32.88 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 62.42 FRET TO A POINT IN THE WEST LINE OF BLOCK 7 AFORESAID 319.24 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID WEST LINE 24.0 FRET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 62.47 FEET; THENCE SOUTH 45 DEGREES, 00 MINUTES, 00 SECONDS EAST 32.87 FEET; THENCE SOUTH JO DEGREES, OO MINUTES, OO SECONDS WEST 32.56 FEET; THENCE SOUTH 45 DEGREES, 13 MINUTES, 03 SECONDS WEST 30.99 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, OO SECONDS WEST 126.44 FEET; THENCE SOUTH 45 DEGREES, OO MINUTES, OO SECONDS WEST 7.07 FRET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 58.67 FRET TO A POINT IN THE WEST LINE OF BLOCK AFORESAID 86.16 FEET NORTH OF THE SOUTHWEST CORNER THEREOF; THENCE SOUTH OO DEGREES, SO MINUTES, OO SECONDS WEST ALONG SAID WEST LINE County Clerk's Office 14.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

Loga No: 01664291

Borrower: DAVID M. MOORE

#### PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 24th day of March, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

#### ACCUBANC MORTGAGE CORPORATION

(the "Lender")

Data ID: 563

of the same date and covering the Property described in the Security Instrument and located at:

#### 1444 A SOUTH FEDERAL STREET, CHICAGO, ILLINOIS 60605

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

#### **DECLARATIONS AND COVENANTS**

(the "Declaration"). The Property is a part of a planned unit development known as

#### DEARBORN PARK II ROWHOUSE

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Berrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenant and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Decleration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Londor and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly sayment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insulance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Assertantical policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanker policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby a signed and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other easualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender:

(bolls 5 of 5 bells)

Beatrice J. Moore-signing Beroup	T50~
DAVID M. MOOHE BORONS	
to the terms and provisions engined in this PUD Ridur.	BY SIGNING BELOW, Borrower accepts and agree
see and assessments when duc, then Lender may pay them. Any amounts seems additional debt of Borrower secured by the Security Instrument. Degracm, these amounts shall bear interest from the date of disbursement upon notice from Lender to Borrower requesting payment.	Unions Borrower and Lender agree to other terms of as the Note rate and shall be payable, with interest, at the Note rate and shall be payable, with interest,

(w) any action which would have the offect of rendering the public liability insurance coverage maintained by

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Property of Coff County Clark's

solely for the purpose of walvin

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: 9-52-95 : 1:5164 :

SENT BY: ACCUBANC MTG

the Owners Association unacceptable to Lender.

DAVID M. MOORE

THIS OCCUPANCY RIDER is made March 24, 1992, and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's note to ACCUBANC MORTGAGE CORPORATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at

#### PROPERTY ADDRESS:

1444 A SOUTH FEDERAL STREET. CHICAGO, ILLINOIS 60605

#### OCCUPANCY AGREEMENTS

In addition to the covenants and Agreements made in the Security Instrument, Borrower further covenants and agrees as follows:

- 1. Be now er acknowledges that the Lender does not desire to make a loan to Borrower secured by this property on the terms contained in the Note unless the property is to be occupied by Borrower as Borrow is primary residence. Lender makes non-primary residence loans on different terms.
- 2. The Borrows desires Lender to make this loan to Borrower.
- Borrower promises and assures Lender that Borrower intends to occupy this property as Borrower's 3. primary residence and that Borrower will so occupy this property as its sole primary residence within sixty (60) days after the date of the Security Instrument.
- If Borrower breaches this promise to occupy the property as Borrower's primary residence, then Lender 4. may invoke any of the following remedies, in addition to the remedies provided in the Security Instrument:
  - Power of Sale;
  - В. Decrease the term of the load road adjust the monthly payments under the Note accordingly;
  - C.
  - Increase the interest rate and adjust the monthly payments under the Note accordingly; Require that the principal balance be reduced to 80% of the lesser of the original purchase price D. or the appraised value.

#### CONFLICTING PROVISIONS

Borrower agrees that if the provisions of this Rider conflict with the printed terms in the Security Instrument and/or the Note, then the provisions of this Rider will control.

#### TERMINATION OF AGREEMENT

The provisions of this Rider shall terminate and end upon the sale gar purchase of the Note secured by this

property to the Federal Nation the Security Instrument is asseterminated.	al Mortgage Association algred to another lender	on or the Federal Home Loan Mortgage Corporation. If ler, this Rider mey, at the option of the assignee, be
IN WITNESS WHEREOF, Borrow	vor has executed this Oc  —Borrower	DAVID M. MORE-Borrower
	Borrower	Beature & Annes-Moore Beatrice J. Moore-signing Borrower solely for the purpose of waiving
STATE OF ILLINOIS	}	homestend rights
COUNTY OF Cask	5	
I, the undersigned Notary Public in DAVID M. MOORE and Beat	and for the aforesaid Sirice J. Moore	State and County, do horeby certify that
Borrowers, personally appeared beft and deed. Given under my hand an	ore me in said County and seal this	and acknowledged the within instrument to be their act
		Nolary-Public
	المالية المالية والمواجعة المواجعة المواجعة المواجعة المواجعة المواجعة المواجعة المواجعة المواجعة المواجعة الم المالية المالية المواجعة المو	CIAL SEAL"

My commission empires:

Judith Woods Notary Public, State of Hinters Cook County

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