

549V PREPARED BY:  
NANCY GERENT  
CHICAGO, IL 60646

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RECORD AND RETURN TO:

1992 APR 6 11:05:52

03239602

INDEPENDENT LENDERS, INC.  
4801 WEST PETERSON #401  
CHICAGO, ILLINOIS 60646

[Space Above This Line For Recording Data]

## MORTGAGE

4001574

3/8  
3/9

THIS MORTGAGE ("Security Instrument") is given on **APRIL 3, 1992**  
MICHAEL T. MARK  
AND MARY B. MARK, HIS WIFE, IN JOINT TENANCY

The mortgagor is

("Borrower"). This Security Instrument is given to  
**INDEPENDENT LENDERS, INC.**

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **4801 WEST PETERSON #401**  
**CHICAGO, ILLINOIS 60646**  
**ONE HUNDRED EIGHTEEN THOUSAND**  
**AND 00/100**

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 **MAY 1, 2022**. This Security Instrument is used to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 9 IN BLOCK 70 IN W. F. KAISER AND COMPANY'S BRYN MAWR AVENUE ADDITION TO ARCADIA TERRACE, BEING A SUBDIVISION OF THAT PART OF THE SOUTH WEST 1/4 OF SECTION 1 AND OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 2, LYING WEST OF THE WESTERLY LINE OF THE RIGHT OF WAY OF NORTH SHORE CHANNEL OF SANITARY DISTRICT OF CHICAGO (EXCEPT STREET HERETOFORE DEDICATED) IN TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

13-02 417 027

92239602

which has the address of **5730 NORTH DRAKE, CHICAGO**  
Illinois **60659**  
Zip Code **(Property Address):**

Street, City ,

ILLINOIS-Single Family-Family/Middle-Mao UNIFORM INSTRUMENT

VMP -GR(WL) 06/91

VMP MORTGAGE FORMS • 111 N. Wacker Drive • Chicago, IL 60606 • 312/733-1700

DPS 1089

Form 3014 0/00

Initials *MJM*

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Form 301a 9/90  
DPS 1080

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more of the actions set forth above within 10 days of the giving of notice.

this Security Instrument, Lender may give Borrower a notice identifying the lien, Borrower shall satisfy the lien or defers payment of the lien; if Lender defers payment of the Property is subject to a lien which may attach priority over this Security Instrument, if (c) secures from the holder of the lien an instrument satisfactory to Lender subordinating the lien to enforcement against a part of the lien in, legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering his interest in the lien in a manner acceptable to Lender; (b) contains in good faith the Lender writing to the payment secured by the Lender his Security Instrument unless Borrower: (a) agrees in

Borrower shall promptly discharge any lien which his priority over this Security Instrument unless Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

to the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph, these obligations in the manner provided in paragraph 2, or if not paid in full manner, Borrower shall pay them on time due by which my right over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay

4. Charges; Liens, Borrower shall pay all taxes, assessments, charges, fines and impoundments attributable to the Property

third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

! and 2 shall be applied: first, to any payment charged due under the Note; second, to amounts payable under paragraph 2;

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

this Security Instrument, shall apply any funds held by Lender at the time of acquisition or sale as credit against the sums secured by

Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale

Funds held by Lender in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

welfare monthly payments, in Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than

time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, if the amount of the Funds held by Lender is不足以偿还全部欠款，Lender shall account to Borrower for all such payments on the Funds

for the excess Funds in accordance with the requirements of application; if, w. If the amount of the Funds held by Lender to Borrower

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower

debt to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

without charge, in annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower,

applicable law requires interest to be paid, Lender shall pay a one-time charge for an independent tax reporting service

used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an independent tax reporting service

is chargeable, however, Lender may require Borrower to pay a one-time charge for an independent tax reporting service

verifying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or

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

(including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the funds to pay the

Federal funds held by Lender in accordance with applicable law.

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

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds

related mortgage loan may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

it any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

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

and assessments which may attach Priority over this Security Instrument as a lien on the full, or sum ("Funds") for: (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, or to a written waiver by Lender, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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

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

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

THIS SECURITY INSTRUMENT contains certain coveralls for national use and non-national coveralls with limited

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

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

grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants

that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage,

fixtures now or hereafter a part of the property. All improvements and additions shall also be covered by this Security

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

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Form 301A 9/90

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WMA - OFFICIAL FORM

he in effect, Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage based on coverage is not available, Borrower shall pay to Lender each month a sum equal to substantially equivalent mortgage insurance coverage in effect, from an alternate mortgage insurer approved by Lender, if cost to Borrower of the mortgage insurance previously equivalent to the mortgage insurance previously in effect, Borrower shall pay the premium coverage substantially equivalent to the mortgage insurance coverage to be in effect, Borrower shall pay the premium coverage insurance required by Lender for cases of hazards to be in my opinion, 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 required by Lender under this paragraph 8.

8. **Mortgage Insurance.** If Lender requires mortgage insurance as a condition of making the loan secured by this security instrument, unless Borrower and Lender agree to other terms of payment, upon notice from Lender to Borrower requesting date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting security instrument, unless Borrower and Lender become additional debt of Borrower secured by this Any amounts disbursed by Lender under this paragraph 7 shall bear interest additional debt of Borrower secured by this payment.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the obligations and agreements contained in paragraph 7, Lender does not have to do so. reasonable attorney's fees and expense entailing on the Property to make repairs. Although Lender may take action under this paragraph include paying any sums secured by a lien which has priority over this Security instrument, preparing pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property, Lender's actions may proceed in bankruptcy, probable, for condemnation or foreclosure or to enforce laws of reorganization, then Lender may do and this Security instrument, or there is a legal proceeding that may significantly affect Lender's rights in the property (such as a 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 shall comply with all the provisions of the Note, the releasehold, Borrower shall provide Borrower's occupancy of the Property as a temporary residence, if this Security instrument is as a result of proceedings concerning Borrower's rights in the Note, including, but not limited to provide Lender with any material information in connection with the loan evidenced by the Note, including, that, in Lender's good faith determination, proceedings for the security interest, Borrower shall also be in default if impairment of the loan created by this Security instrument of Lender's security interest, Borrower's interest in the Property or otherwise materially impairs the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, proceedings for the security interest, Borrower shall be in default if Borrower, during the loan application process, gave notice orally to Lender of circumstances of stayments to Lender for failed that date of occupancy, unless Lender determines otherwise in writing, which are beyond Borrower's control, Borrower shall be in default if any proceeding allows the Property to be sold or converted waste on the Property, Borrower shall be in default if any proceeding that date of occupancy, unless Lender determines otherwise in writing, which consent shall not be unreasonable withheld, or unless this Security instrument and shall continue within sixty days after the execution of this Security instrument, unless Borrower shall occupy, establishes and preserves the Property as Borrower's principal residence for at least one year after the date of acquisition, unless Lender determines otherwise in writing, whether or not the Note is given.

6. **Occupancy, Preservation, Maintenance and Protection of the Property.** Borrower's Loan Application Lenders, immmediately prior to the acquisition.

under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from possession the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or secured by this Security instrument, whether or not the Note is given.

Lender may collect the insurance proceeds, Lender may use the proceeds to repair or restore the Property or to pay sums Lender may not recover within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Property, or does not accept within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then secured by this Security instrument, whether or not the Note is given, if Borrower abandons the property is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums repaid to Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the unless Lender may make proof of loss if not made promptly by Borrower.

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.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7, which shall not be unreasonable withheld, if Borrower fails to maintain coverage described above, Lender's that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including

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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.

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. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and 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 Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by 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 exercising 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 loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial 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 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.

DPS 1092  
Form 3014 9/90

Initials *MJM*  
*NBM*

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AMB  
Form 3014 9/93  
DPS 1093

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21. 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, in 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 law as of the date of transfer.
17. Transfer of the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The note shall provide a period of not less than 30 days from the date the note is delivered or received by Borrower to 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 remedy less than 30 days from the date the note is delivered or received by Borrower to 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 remedy of this Security Instrument.
18. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such longer period as applicable) from the day Lender gives Borrower notice of acceleration; (b) the Note's maturity date; (c) any other date Lender and Borrower agree in writing; (d) the date Lender gives Borrower notice of acceleration under paragraph 17.
19. Sale of Note; Change of Lessor Service. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one of three times without prior notice to Borrower. A sale may result in the change in the entity (known as the "Lessor Servicer") that controls monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Lessor Servicer afforded to a sale of the Note. If there is a change of the Lessor Servicer, Borrower will be given written notice of the change in accordance with paragraph 17 above and applicable law. The notice will state the name and address of the new Lessor Servicer and the address to which payments should be made. The notice will also inform Borrower of the new Lessor Servicer and the date to which payments to the old Lessor Servicer will remain fully effective as if no acceleration had occurred. However, this note will also inform Borrower of the terms of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably require to assure that the terms of this Security Instrument are met.
20. Hazardous Substances. Borrower shall not cause to prevent the present the use and/or removal of any hazardous substances on or in the Property, unless Borrower shall not do, notwithstanding the following: (a) removal or replacement of private party involving the property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law;
- (b) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (c) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (d) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (e) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (f) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (g) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (h) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (i) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (j) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (k) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (l) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (m) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (n) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (o) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (p) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (q) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (r) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (s) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (t) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (u) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (v) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (w) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (x) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (y) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
- (z) removal or replacement of any Hazardous Substance of any Lessor Servicer affecting the property is necessary, Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any government agency or private party involving the property and any Hazardous Substance of Environmental Law;
21. Acceleration Remedies. Lender shall have the right to accelerate all obligations under this instrument if any provision of this instrument is violated. Lender shall have the right to accelerate all obligations under this instrument if any provision of this instrument is violated. Lender shall have the right to accelerate all obligations under this instrument if any provision of this instrument is violated.
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 Foreclosure. Borrower waives all right of foreclosure except in the event of homestead exception in the Property.

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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
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) (specify)

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witness

MICHAEL T. MARK

(Seal)

Borrower

Witness

MARY B. MARK

(Seal)

Borrower

(Seal)  
Borrower

(Seal)  
Borrower

20966226

JULIE A. MEHL

94433802

STATE OF ILLINOIS, COOK County ss:

I, the undersigned  
county and state do hereby certify that  
MICHAEL T. MARK AND MARY B. MARK, HIS WIFE, IN JOINT TENANCY

, a Notary Public in and for said

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of

OFFICIAL SEAL  
JULIE A. MEHL  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/26/96

Notary Public

My Commission Expires:

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