

PREPARED BY:
JODI JUSTIC
SCHAUMBURG, IL 60173-4273

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RECORD AND RETURN TO: *Box 283*

Q2314&66

MIDLAND FINANCIAL MORTGAGES, INC.
1521 WALDEN OFFICE SQUARE-STE. 555
SCHAUMBURG, ILLINOIS 60173-4273

[Space Above This Line For Recording Data]

MORTGAGE

2005-24030

2005-24030

THIS MORTGAGE ("Security Instrument") is given on APRIL 30, 1992
MARTIN A. MAIBUECHER,
AND PATRICIA A. MAIBUECHER, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
MIDLAND FINANCIAL MORTGAGES, INC.

which is organized and existing under the laws of STATE OF IOWA
address is 206 6TH AVENUE-SUITE 101
DES MOINES, IOWA 50309

(Lender). Borrower owes Lender the principal sum of
ONE HUNDRED THOUSAND

AND 00/100 Dollars (U.S. \$ 100,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2022. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following

described property located in COOK

LOT 44 IN ALFINI'S FIRST ADDITION TO MOUNT PROSPECT, BEING A SUBDIVISION OF PART OF THE SOUTH 990 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE SOUTH 990 FEET OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON DECEMBER 2, 1953 AS DOCUMENT NUMBER 1496955.

08-11-214-021
VOL. 049

which has the address of 801 MILBURN, MOUNT PROSPECT
Illinois 60056 ("Property Address");

[Zip Code]

[Street, City],

DPS 1038
Form 301-100
Initialed *Wm. J. Martin*

ILLINOIS Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

SMR (IL) (8161)

VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7201

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Initials *Wm. J. Martin*

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Form 304
Date 1980
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MM-GRILL (9101)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, appurtenances, and fixtures now or hereafter a part of the property. All replications and additions shall also be covered by this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagify his/her interest, All of the foregoing is referred to in this Security Instrument as the "Property".

Borrower and convey the Property to a successor, except for circumstances of record. Borrower waives and will defend generally the title to the Property against all claimants and debtors, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for mutual 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; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (e) yearly mortgage insurance premiums, if any; (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 "Escrow Items". Escrow Items, Lender may not charge Borrower for holding and applying the Funds, usually multiplying the escrow account, or Escrow Items, unless Lender is strict in its institution, or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items, unless Lender is strict in its institution, or in any Federal Home Loan Bank, Lender shall apply the Funds to make sure Lender is held in connection with this loan, to pay a one-time charge for an independent real estate tax reporting service, a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each item is used by Lender in connection with this loan, to verify the Escrow Items, unless Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Borrower and Lender shall give to Lender, Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months held by Lender, if Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower any Funds paid 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 still acquires or sells the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale, as credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraph 2, 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts available under paragraph 2;

4. Charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions arising to the Property, third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower any debt to the Funds. The Funds are pledged us and for all sums secured by this Security Instrument. If the excess Funds held by Lender, unless Lender is strict in its institution, or in any Federal Home Loan Bank, Lender shall apply the Funds to make up the deficiency in no more than twelve months held by Lender, if Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower any Funds held by Lender, if, under paragraph 21, Lender still acquires or sells the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale, as credit against the sums secured by this Security Instrument.

If the excess Funds held by Lender in accordance with the requirements of applicable law, if the amount of the Funds held by Lender exceeds the amount necessary to make up the deficiency in no more than twelve months held by Lender, if Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower any Funds held by Lender, if, under paragraph 21, Lender still acquires or sells the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale, as credit against the sums secured by this Security Instrument.

If the excess Funds held by Lender in connection with this loan, to pay a one-time charge for an independent real estate tax reporting service, a charge, However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each item is used by Lender in connection with this loan, to verify the Escrow Items, unless Lender may agree to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, Borrower and Lender shall give to Lender, Borrower shall pay to Lender the amount necessary to make up the deficiency in no more than twelve months held by Lender, if Lender exceeds the amounts permitted to be held by applicable law, Lender shall account to Borrower any Funds paid 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 still acquires or sells the Property, Lender, prior to the acquisition of the Property, shall apply any Funds held by Lender at the time of acquisition or sale, as credit against the sums secured by this Security Instrument.

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BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgagify his/her interest, All of the foregoing is referred to in this Security Instrument as the "Property".

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, appurtenances, and fixtures now or hereafter a part of the property. All replications and additions shall also be covered by this Security Instrument.

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, appurtenances, and fixtures now or hereafter a part of the property. All replications and additions shall also be covered by this Security Instrument.

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

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

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

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081

Form 307A 9400

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

17. Severability. To the extent that any provision of this Security Instrument is held invalid or unenforceable, such provision shall be severed from the instrument without affecting the validity of the remaining provisions.

18. Governing Law; Severability. This Security Instrument shall be governed by the federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note can be construed to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note may be severable.

19. Notices. Any notice to Borrower shall be deemed to have been given to Borrower or Lender when given as provided in this Security Instrument.

20. First Class Mail. Unless otherwise required by law, notices to Lender shall be given by first class mail to Lender's address stated herein or any other address by notice to Lender. Any notice provided for in this Agreement or any other address by notice to Lender shall be given by first class mail to Lender.

21. Payment Under Note. If a reduced principal, the reduction will be treated as a partial payment without any prepayment charge under the Note.

22. Loan Charges. If the loan secured by this Security Instrument is subject to a rate which exceeds maximum charges, if a reduced principal reduces principal, the reduction will be treated as a partial payment without any payment to Borrower. Lender may choose to make this reduction by reducing the principal owed under the Note or by making a direct loan exceeding the permitted limit; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally implemented so that the interest loan charges collected or to pay which sets maximum loan charges, make any accommodations with regard to the terms of this Security Instrument or the Note without Lender's consent.

23. Co-signers. If the note is co-signed by Lender, Borrower, or any other person, the note may be modified, modified, or otherwise altered by Lender, Borrower, or any other person, or by the original Borrower or Borrower's assignee in interest. Any co-signer by this Security Instrument; and (c) agrees that Lender and any other Borrower or Lender or Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sum of the sums secured by this Security Instrument but does not execute the Note; (a) is co-signing this Security Instrument only to encourage, grant and convey that Borrower's interests and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bid and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph 17.

24. 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 this paragraph 17.

25. Release of Note; Right of Remedy. Unless Lender has received payment in full of the amount due, Lender may exercise the right of remedy of any nature, including any right or remedy available to Lender under the Note or any other agreement between Lender and Borrower, to collect the amounts due, or to release the Note in whole or in part, or to amend the Note, or to modify the Note, or to terminate the Note, or to exercise any other rights or remedies available to Lender under the Note or any other agreement between Lender and Borrower.

26. Extension of Note; Right of Remedy. Unless Lender has received payment in full of the amount due, Lender may exercise the right of remedy of any nature, including any right or remedy available to Lender under the Note or any other agreement between Lender and Borrower.

27. Waiver of Note; Right of Remedy. Unless Lender has received payment in full of the amount due, Lender may exercise the right of remedy of any nature, including any right or remedy available to Lender under the Note or any other agreement between Lender and Borrower.

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37. Waiver of Note; Right of Remedy. Unless Lender has received payment in full of the amount due, Lender may exercise the right of remedy of any nature, including any right or remedy available to Lender under the Note or any other agreement between Lender and Borrower.

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 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 Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammables or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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DPS 1094

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NOTARY PUBLIC, STATE OF ILLINOIS
PATRICKA L. BYERS
NOTARY PUBLIC
My Commission Expires 1/24/97
My Commission Expires

Given under my hand and official seal, this
free and voluntary act, for the uses and purposes herein set forth
me this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

MARTIN A. MATEUCCHE AND PATRICIA A. MATEUCCHE, HUSBAND AND WIFE

county and state of Illinois certify that
, Notary Public in and for said

County ss:

STATE OF ILLINOIS, COOK

BOX 283
MAIL TO

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Witness
(Signature)

Witness
(Signature)

Witness
(Signature)

Witness
(Signature)

2005-24030

24. Rides to this Security Instrument. If one or more rides are executed by Borrower and recorded together
with this Security Instrument, the governments and agreements of each such ride shall be incorporated into and shall amend
and supplement the government and agreements of this Security Instrument as if the rider were a part of this Security
Instrument.

- | | | |
|--|---|--|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Ballardin Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Rate Impoverishment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) (Specify) |

(Check applicable box(es))

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

MARTIN A. MATEUCCHE

Martin A. Mateuclche

MARTIN A. MATEUCCHE

9257498