MAIL TO BUY GRENNOFFICIALS GOPY,
IMPORTAGE
BRYSPORMER

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(Space Above This Line For Recording Data)

### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on Tuesday May 5th,	1992
The mortgagor is DENNIS R. MURPHY & JUDY M. MURPHY, HIS WIFE	
SAK INTERNATIONAL PENSION PLAN, C/O MAJESTIC MORTGAGE CORPOUNDER the laws of the State of ILLINOIS 309 NORTH SEYMOUS & UNDELEIN, ILLINOIS 60060	("Borrower"). This Security Instrument is given to  PRATION which is organized and existing  and whose address is  ("Lender").
Borrower owes Lender thr, principal sum of Five Thousand Eight Hunore, and 00/100	
Dollars (U.S. \$ 5,800.00 ). This debt is evidenced by 8c ("Note"), which provides for monthly pryments, with the full debt, if not paid early This Security instrument secures to Unider; (a) the repayment of the debt evidence.	
and modifications of the Note (b) the payment of all other sums, with interest Security Instrument; and (c) the performance of Sorrower's coveriants and agrupus a Sorrower open ones thereby worksage, grant and convey to Lender the following as Sorrower to the sollowing security of the sollowing security	advanced under paragraph 7 to protect the security of this ements under this Security Instrument and the Note. For this
COOK	Granty, Illingis
LOT 23 IN BARTLETT'S GREEN 1, UNIT NUMBER 1, A RESUBDIVISION OF I OF H.O. STONE AND COMPANY'S TOWN ADDITION 7, C ARTLETT SUBDIVI SOUTHWEST QUARTER (1/4) OF SECTION 35, TOWNSHIP 41 NORTH, RANG THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINGIS. PIN#08-35-301-042	SION OF THE
MAIL TO: MAJESTIC MORTGAGE	
309 N. SEYMOUR MUNDELEIN, IL 60060	92345749
which has the address of	BARTLETT
[Street]	[City;

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

BORROWER COVENANTS that Borrower is lawfully seisted of the estate hereby conveyed and has thur light to configage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Bollowe warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenant, with limited variations by jurisdiction to constitute a uniform security instrument covering real property

ILLINOIS -Single Family-Fannie Mae/Freddle Mac UNIFORM INSTRUMENT

3/4

UNIFORM COVENANTS. Borrower and Londor 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 Londer 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 Socially Instrument as a lieur on the Property. (b) yearly leasehold payments or ground mills on the Property, if any, (c) yearly hazard or property insurance premiums, (d) yearly lood insurance promiums, if any, (e) yearly mortgage insurance premiums, at any, and (f) any some 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." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. SS 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Londer may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

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

If the Funds held by Lender eliceed 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 in ay so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deliciency. Borrow shall make up the deliciency in no more than twelve monthly payments, at Lender's sole discretion.

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

- 3. Application of Payments. Unless applicable laz provides otherwise, all payments received by Lender under paragraphs 3 and 2 shall be applied. It is, to any prepayment charges doe under the first, second, to amounts payable under paragraph 2, there to interest due, fourth, to principal due, and last, to any late charges due under the Vole.
- 4. Charges; Liens. Borrower shall pay all taxes, assessmun's, 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 in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid unjointly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower. (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to pre-ent 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. Let'der 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 day, of the giving of notice

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or higheafter erected on the Property insured against less by his, hazards included within the term "extended covirage" and any other hazards, including floods or flooding for which Lander requires insurance. This insurance shall be maintained in the amounts and for the periods that Lander requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Londer'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 including the Property in accordance with paragraph 7.

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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, estatistic 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 withing, 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 not default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in tortrature of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower mily clare such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith determination, preclides 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 cours materially false or inaccurate information or statements to Lender (a failed to provide Lender with 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 of Borrower fails to perform the covariants and agrammine contained in this Security Instrument, or there is a legal proceeding that may equidicantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forbilitie or to entry makes or regulations). If on Lender may do and pay for whatever is not assay 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 field which has priority over this Security instrument, appearing in cour, paying reasonable afterneys 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 be a interest from the date of disbursement at the Note rate and shall be payable. Aith interest, upon notice from Lender to Corlover 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 promiums 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 fine premiums required to obtain coverage instantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent payment of the mortgage insurance coverage is not available. Borrower shall pay to Lender each microtina burn equal to one-twelfth of the yearly mortgage insurance provious being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a lost inserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender in applicable law.

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- 9, inspection. Lender or its agent may make reasonable entires 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 marker 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 secured immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then the Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due to the monthly payments referred to in paragraphs if and 2 or change the amount of such payments.

- 11. Borrower Mat Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of this uniqual Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest, curefuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any declar a 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 Bourus, 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 leveral. Any Borrower who co-signs this Security Instrument but does not execute the Note:

  (a) is co-signing this Security Instrument only to muritgage, 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 taw which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the anxioust necessary to reduce the charge to the permitted limit, and (b) any such already collected from Borrower which exceeded permitted limits will or refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct paylic...d.o Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the flots.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it of 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 heroin 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 fedural aw 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

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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 uxercised 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.

- 16. 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 coverants 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 fien 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 of a partial interest in the Note (together with this Security Instrument) may be sold one or not, tinies 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 -doc ower shall not do, nor allow anyone else to do anything affecting the Property that is in involution of any Environmental Law. The preceding two sentences shall not apply to the presence ruse, 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 live Lunder which 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, "Lossene, other flammable or toxic petroleum products, toxic pesticides and nerbicides, volatile solvents, materials containing asbestos or formel/shyde, 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 coveriarit and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borro we' 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 raise 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 referse of Borrower to acceleration and toreclosure. If the default is not cured on or before the date specified in the notice, where the 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 temporal 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 shall pay any recordation costs.
  - 23. Walvers of Homestead Borrower waives all right of homestead exemption in the Property.

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Instrument, the covenants and agreements of each	if the of more half be incorporated into and shall are	mend and supplement the covenants and
agreements of this Security Instrument as if the ride	ar(s) were a part of this security insummeric	
[Check applicable box(es)]	Condominium Rider	1-4 Family Rider
Adjustable Rate Rider Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Balloon Rider	Rate improvement Rider	Second Home Rider
Other(s) [apecity]		
BY SIGNING BELOW, Borrower accepts rider(s) executed by Borrower and recorded with it	and agrees to the terms and covenants contains	d in this Security Instrument and in any
Signed, sealed and delivered in the presence of		
	Mennin K.	Musky (Soal)
	DENNIS R. MURPHY	-Borrower
	Social Security Number 360-	-52-1516
	V. L. 111	"Wheel a less
	JUDY M. MURPHY	-Borrower
· O <sub>4</sub>		.52-6720
70-	Social Security Number 348-	-03-0720
		(Seal)
		-5011046
	Social Security Number	
		(Sual)
		-Borrower
•	Social Security Number	
	Lake County se:	
STATE OF ILLINOIS Down L. Annt:		r naid county and state do hereby on My
post Donnie R. Murphy & Judy I	4. Morgay, his wife	
, , ,	$\mathcal{T}_{\bullet}$	
		be the same person(s) whose name(s)
subscribed to the foregoing instrument, appeared to	petore me this day in person, and acknowledged the	hat the y
signed and delivered the said instrument as  Given under my hand and official seal, this		he uses and purposes therein set forth
Given under my hand and unicial seas, this	1 1 A	at.
My Commission Expires: 2/10/93	C CONTO CIL	
	Notary Public	TETTAL SEAL"
This Instrument was prepared by:		THE L. AUSTIN
ALLED EWANCIAL	al esta	State of Illinois
WALEQUITUMEST 638D AVENUE, DUTE	E 102A (CV2)	miras 2/10/91 S
SOUTH MIAMS, FL 35143		
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