

R3855
PREPARED BY:
MIKE TEPPEN
ARLINGTON HEIGHTS, IL 60004

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RECORD AND RETURN TO: *Property of Cook County Recorder*

PRESIDENTIAL MORTGAGE COMPANY
3285 N. ARLINGTON HEIGHTS RD. - STE. 204
ARLINGTON HEIGHTS, ILLINOIS 60004

[Space Above This Line For Recording Data]

MORTGAGE
3390572

THIS MORTGAGE ("Security Instrument") is given on **MAY 17, 1993**. The mortgagor is
CATHERINE A. WEADLEY, UNMARRIED PERSON

for the sum of **\$135,000.00**, being the principal amount of the debt evidenced by this Security Instrument, plus interest thereon at the rate of **11%** per annum, payable monthly, commencing on **JUNE 1, 1993**, and continuing until paid in full.

("Borrower"). This Security Instrument is given on **MAY 17, 1993** for the payment of the principal amount of **\$135,000.00**, plus interest thereon at the rate of **11%** per annum, payable monthly, commencing on **JUNE 1, 1993**, and continuing until paid in full.

DEPT-01 RECORDING 03/08/93 10:50 \$31,500.00
T91111 TRAN 9949 03/26/93 13:48:00
44929 # 44-93-401021

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, COOK COUNTY RECORDER, and whose address is **3285 N. ARLINGTON HEIGHTS RD. - STE. 204**, ARLINGTON HEIGHTS, ILLINOIS 60004 ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED THIRTY-FIVE THOUSAND** dollars (\$U.S. \$135,000.00), and **00/100** cents, or an equivalent amount in Canadian Dollars (U.S. \$135,000.00).

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 **JUNE 1, 2023** in the County of **Cook**. 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**, Illinois, in the County of **Cook**, Illinois:

LOT 10, BLOCK 5 IN SMITH AND DAWSON'S FIFTH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, IN THE WEST HALF OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1940 AS DOCUMENT 12582196, IN COOK COUNTY, ILLINOIS.

The above described property is more particularly described in the Deed of Trust recorded in the Office of the County Recorder of Cook County, Illinois, on **NOVEMBER 20, 1940**, in the name of **SMITH AND DAWSON**, as Trustor, and **PROSPECT HEIGHTS COUNTRY CLUB INC.**, as Trustee, and is described as follows: **LOT 10, BLOCK 5 IN SMITH AND DAWSON'S FIFTH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, IN THE WEST HALF OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1940 AS DOCUMENT 12582196, IN COOK COUNTY, ILLINOIS.** The above described property is more particularly described in the Deed of Trust recorded in the Office of the County Recorder of Cook County, Illinois, on **NOVEMBER 20, 1940**, in the name of **SMITH AND DAWSON**, as Trustor, and **PROSPECT HEIGHTS COUNTRY CLUB INC.**, as Trustee, and is described as follows: **LOT 10, BLOCK 5 IN SMITH AND DAWSON'S FIFTH ADDITION TO COUNTRY CLUB ACRES, PROSPECT HEIGHTS, IN THE WEST HALF OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 20, 1940 AS DOCUMENT 12582196, IN COOK COUNTY, ILLINOIS.**

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

DPB 1088
Form 3014 3-70
CAW

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CAW
Form 3014 B/90
DPS 1030

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Form 3014 B/90

more of the actions set forth above within 10 days of the giving of notice. This security instrument, Lender may give Borrower a notice terminating the lien. Borrower shall satisfy the lien or take one of this security instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over this instrument of the Note; or (c) securies from the holder of the lien an agreement satisfactory to Lender authorizing the lien to another of the lien, or (d) legal proceedings which in the Lender's opinion operate to prevent the Lender from recovering any sum secured by the Note in a manner acceptable to Lender; (b) contains in good faith the Note by Borrower shall promptly discharge any debt arising out of the payment over this security instrument unless Borrower: (ii) agrees in writing to the payment of the obligation secured by the Note in the amount acceptable to Lender.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person: (i) paid payment, Borrower shall 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 directly without any claim priority instrument, and Lender paid payments of ground rents, if any, Borrower shall pay without any claim priority instrument, charges, taxes and improvements available to the Property.

d. **Chattel Liens.** Borrower shall pay all taxes, assessments, charges, times and improvements available to the Note, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

this Security instrument, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by the Property, shall apply any Funds held by Lender prior to the acquisition or sale of the Security instrument or any Funds held by Lender; (ii), under paragraph 2, Lender shall receive or sell the Property, Lender, prior to the acquisition or sale upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any unpaid monthly payments, at Lender's sole discretion.

If the Funds held by Lender exceed the amounts permitted, he held by Borrower shall make up the deficiency in no more than twelve months to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than twelve months when due, Lender may notify Borrower in writing, and, in such case Borrower will be sufficient to pay the Borrower funds within the requirements of applicable law, If the amount of the Funds held by Lender in any for the excess Funds in accordance with the requirements of applicable law, Lender shall give to Borrower, or the excess Funds held by Lender exceeding the amounts permitted, he held by Borrower shall account to Borrower.

If the Funds held by Lender exceed the amounts permitted, he held by Borrower shall account to Lender.

The Funds were made, the Funds are pledged as additional security for all sums secured by this Security instrument, without charge, in mutual 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, in a manner shall be paid on the Funds, Lender shall give to Borrower, applicable law requires Lender to have this loan, areas applicable law provides otherwise, unless in preparing notice used by Lender may require to pay a one-time charge for an independent real estate tax preparer who is not a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax preparer who is not a charge. Borrower's right to hold Home loans, unless Lender pay, Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower items, Lender may not charge Borrower for holding and applying the Funds, usually analyzing the Funds to pay the underlying Lender, if Lender is sick and unable to pay the Funds or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the underlying Lender, or entity.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity Borrower items or otherwise in accordance with applicable law, Lender may require Borrower to pay the Funds to an independent real estate tax preparer who is not a charge. Borrower's right to hold Home loans, unless Lender pay, Borrower interest on the Funds to pay the Funds to an independent real estate tax preparer who is not a charge. These items are called "Borrower items".

1974 as amended from time to time, 12 U.S.C., Section 260 et seq. ("RESPA"), unless another law that applies to the Funds related mortgagor (a), may require Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974, 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 "Borrower items".

if any: (e) yearly mortgage insurance premiums, (f) any sums payable by Borrower to Lender, in accordance with, if ground rents on the Property, if any); (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums;

and assessments which may attain priority over this Security instrument as a lien on the Property; (b) (Funds), for (a) yearly taxes

Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for the day monthly taxes

2. **Funds for Taxes and Insurance.** Subject to applicable law and late charges due under the Note,

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

1. **Payment of Principal and Interest.** Prepayment and late charges, Borrower shall promptly pay to

THIS SECURITY INSTRUMENT combines numerous covenants for national use and non-national versions with limited

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

THIS SECURITY INSTRUMENT grants all claims and demands, subject to any encumbrances of record, Borrower warrants

and will defend generally the Property is unencumbered, except for encumbrances of record, Borrower warrants

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

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

instrument. All of the foregoing is referred to in this Security instrument as the "Property".

EX-1719 WITH WILL all the covenants now or hereafter created on the property, and all easements, appurtenances, and

5. Hazard or Property Insurance. Borrower shall keep all 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 those payments as a loss reserve in lieu of mortgage insurance. Loss reserve OPD 1989

at protection plan established in this instrument, and in accordance with schedule Form 3014 9/90

GRILL 1011 Page 3 of 6 CAW
The original copy of this instrument is to be held by the Lender. A copy of this instrument is to be kept by the Borrower.
The original copy of this instrument is to be held by the Lender. A copy of this instrument is to be kept by the Borrower.

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Form 3014/9/90
DPS 102

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

17. Governing Law, Security Instrument shall be governed by Federal law and the law of the state where the instrument is located. In the event that any provision of this Security Instrument conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be disregarded in which the Property is located.

18. Governing Law, Security Instrument shall be governed by Federal law and the law of the state where the instrument is located.

19. Notices, Any notice to Borrower provided for in this Security Instrument shall be given by mailing to Borrower or Lender at address stated herein or by other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

20. Assignment, Any other Borrower designates by notice to Lender, Any notice given by first class mail to

or any other address unless otherwise specified below requires use of another method. The notice shall be directed to the Property Address if by first class mail unless applicable law requires use of another method.

21. Payment of Note, If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Lender may choose to make this refund by reducing the principal owed under the note or by taking a direct

Borrower, Lender may choose to make this refund by reducing the principal owed under the note or by taking a direct

to the permitted limit and (b) any sum already collected from Borrower which exceeded payment limits will be refunded to Lender in the amount necessary to reduce the charge

loan exceed 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 interpreted so that the interest or other loan charges collected or to be collected in connection with the

and that law is finally interpreted so that the interest or other loan charges collected by this loan secured to a law which sets maximum loan charges.

22. Loan Changes, If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges,

make any accommodations with regard to the terms of this Note without that Borrower's consent.

23. Successors and Assigns Bound; Joint and Several Liability; Co-signers, The covenants and agreements of this 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 shall be liable to any successor in interest of Borrower and Borrower, subject to the provisions of

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall

11. Borrower Not Released; Right to Release in Writing, Extension of the time for payment of such payments.

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

accrue by this Security Instrument, whether or not then due.

Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium owner or his Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

If the Property is abandoned by Borrower, he shall be paid to Lender within 30 days after the date the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the condominium owner or his Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an

he applied to the sums received by this Security Instrument whether or not the sum is then due.

unless Lender and Lender otherwise agree to writing or unless otherwise provided, the proceeds shall

including, unless Borrower and Lender otherwise agree to writing or unless otherwise provided, the proceeds shall

market value of the Property immediately before the taking is less than the amount of the sums secured 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

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the following items: (i) the total

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following items: (ii) the total

market value of the Property 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 items: (iii)

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

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument,

shall be paid to Lender, the proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

10. Condemnation, The proceeds of any award or claim for damages, direct or consequential, in connection with any

Borrower notice in the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Inspection, Lender or his agent may make reasonable entries upon and inspectors of the Property. Lender shall give

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss recent, until the premium for mortgagor

that Lender requires provided by an insurer appointed by Lender against losses available and is obtained. Borrower shall pay

payments may no longer be required, at the option of Lender, at mortgage insurance coverage (in the amount and for the period

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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.

(c) 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 insure 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 flammable 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.

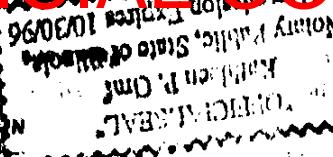
DPB 1003
Form 3014 9/00

LAW-8R(III) 9/00

CAW

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DPS 1084



1993

Given under my hand and official seal, this 17th day of October, in the year of 1993, for the uses and purposes herein set forth.

ma (this day in person), and acknowledged that HE/SHE signed and delivered the said instrument, appurtenant thereto and voluntarily known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, before me this day in person, and acknowledged that HE/SHE signed and delivered the said instrument, appurtenant thereto,

CATHERINE A. MEADLEY, UNMARRIED PERSON

do hereby and still do hereby, certify that, "A Notary public in and for said County and State of Illinois, does solemnly swear, that I will faithfully and impartially, according to the best of my knowledge and belief, do and perform all such acts as may be required by law, in my office or place of business, or elsewhere, in the discharge of my duty as Notary public, so help me God."

STATE OF ILLINOIS, COOK, County, on the day and year above written, County ss:

WITNESS my signature below, this day and year above written.

WITNESS my signature below, this day and year above written.

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