

UNOFFICIAL COPY

93423616

COOK COUNTY, ILLINOIS
FILED FOR RECORD

23 JUN -4 PM 12:49

93423616

This instrument prepared by
and should be returned to:CATHERINE M. DIXON
THE FIRST NATIONAL BANK OF CHICAGO
1901 SOUTH MEYERS ROAD, SUITE 430
OAKBROOK TERRACE, IL 60181

[Space Above This Line For Recording Data]

MORTGAGE

334

THIS MORTGAGE ("Security Instrument") is given on **MAY 28, 1993**
CHRISTOPHER J. GREEN AND MARY BETH GREEN, MARRIED TO EACH OTHER

. The mortgagor is

(Borrower"). This Security Instrument is given to **THE FIRST NATIONAL BANK OF CHICAGO**which is organized and existing under the laws of **THE UNITED STATES OF AMERICA**, and whose
address is **ONE FIRST NATIONAL PLAZA, CHICAGO, ILLINOIS 60670**
(Lender"). Borrower owes Lender the principal sum of**TWO HUNDRED SIXTY THREE THOUSAND & 00/100****Dollars (U.S. \$ 263,000.00).**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 **JULY 1, 2023**. 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** County, Illinois:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

REAL ESTATE TAX I.D. # : 23 28 308 020

which has the address of
Illinois**232 LAKELAND, PALOS PARK
60464** ("Property Address");
(Zip Code)

(Street, City).

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
-5R(IL) (8105)

VMP MORTGAGE FORMS • (312)283-8100 • (800)521-7281

Page 1 of 6

Form 3014 9/90
Amended 8/91
Initials: *MB*

93423616

UNOFFICIAL COPY

Form 2063
Page 2 of 4
S-AR(1) (1960)

TODAY WITH ALL THE IMPROVEMENTS NOW OR HERETOFER RECORDED ON THE PROPERTY, ALL REPAIRS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT.

BORROWER COVENANTS THAT BORROWER IS HERETOFER SOLELY SOLID OF THE ESTATE HERETO CONVEYED AND HAS THE RIGHT TO MORTGAGE, GRANT AND CONVEY THE PROPERTY AND THAT THE PROPERTY IS UNENCUMBERED, EXCEPT FOR ENCUMBRANCES OF RECORD. BORROWER WARRENTS AND 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 COVENANTS WHICH LIMITED VARIATIONS BY JURISDICTION TO CONTRIBUTE A UNIFORM SECURITY INSTRUMENT COVERING REAL PROPERTY.

1. PAYMENT OF PRINCIPAL AND INTEREST; PREPAYMENT AND LATE CHARGE. BORROWER SHALL PROMPTLY PAY WHEN DUE THE UNIFORM COVENANTS, SUBJECT TO SECURITY INSTRUMENT AND AGREEMENT AS FOLLOWS:

2. PRINCIPAL OF AND INTEREST ON THE NOTE AND ANY PAYMENT MADE THEREON SHALL BE PAID IN FULL, A SUM ("FUND") FOR: (a) YEARLY LEASEHOLD PAYMENTS AND ASSESSMENTS WHICH MAY ACCRUE OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (b) YEARLY LEASEHOLD PAYMENTS AND ASSESSMENTS WHICH MAY ACCRUE OVER THIS SECURITY INSTRUMENT AS A LIEN ON THE PROPERTY; (c) YEARLY MORTGAGE PREMIUMS, IF ANY; (d) ANY SUMS PAYABLE BY BORROWER TO LENDER, IN ACCORDANCE WITH THE AGREEMENT OF PARTY IN PARAGRAPH 8, IN LIEU OF THE PAYMENT OF MORTGAGE INSURANCE PREMIUMS. THESE ITEMS ARE CALLED "EASCROW ITEMS". LENDER MAY, AT ANY TIME, COLLECT AND HOLD FUNDS IN AN AMOUNT NOT TO EXCEED THE MAXIMUM AMOUNT STATED IN THE EASCROW AGREEMENT, OR ANY FEDERAL HOME LOAN BANK. LENDER SHALL APPLY THE FUNDS TO PAY THE EASCROW ITEMS, LENDER MAY NOT CHARGE BORROWER FOR HOLDING AND APPLYING THE FUNDS, UNLESS ANALYZING THE EASCROW ACCOUNT, OR VERTIALLY REQUIRING LEADERS IN CONNECTION WITH THIS LOAN, UNLESS APPLICABLE LAW PERMITS LENDER TO MAKE SUCH A CHARGE.

THE FUNDS SHALL BE HELD IN AN INVESTMENT WHICH IS APPROVED BY A FEDERAL AGENCY, INSTRUMENTALITY, OR ENTITY INCLUDING OTHERWISE IN ACCORDANCE WITH APPROPRIATE LAW.

LENDER IS SUCH AN INSTRUMENTATION AS ANY FEDERAL HOME LOAN BANK. LENDER SHALL APPLY THE FUNDS TO PAY THE EASCROW ITEMS, LENDER IS HELD IN AN INVESTMENT WHICH IS APPROVED BY A FEDERAL AGENCY, INSTRUMENTALITY, OR ENTITY INCLUDING OTHERWISE IN ACCORDANCE WITH APPROPRIATE LAW.

THE FUNDS ARE HELD AS PLDED AS ADDITIONAL SECURITY FOR ALL SUMS SECURED BY THIS SECURITY INSTRUMENT.

IF THE FUNDS HELD BY LENDER EXCEED THE AMOUNTS PERMITTED TO BE HELD BY APPLICABLE LAW, LENDER SHALL ACCOUNT TO BORROWER FOR THE EXCESS FUNDS IN ACCORDANCE WITH THE REQUIREMENTS OF APPROPRIATE LAW.

IF THE FUNDS HELD BY LENDER DO NOT MAKE UP THE DEFICIENCY, BORROWER SHALL MAKE UP THE DEFICIENCY IN NO MORE THAN TWELVE MONTHS.

LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS. LENDER SHALL GIVE TO BORROWER, WITHOUT CHARGE, AN AGREEMENT IN INTEREST TO BE PAID, UNLESS APPLICABLE LAW PROVIDES OTHERWISE. UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW REQUIRES INTEREST TO BE PAID, LENDER SHALL NOT BE REQUIRED TO PAY THE FUNDS.

LENDER MAY AGREE IN WRITING, HOWEVER, THAT INTEREST SHALL BE PAID ON THE FUNDS, UNLESS APPLICABLE LAW PROVIDES OTHERWISE. UNLESS AN AGREEMENT IS MADE OR APPLICABLE LAW REPORTING SERVICE USED BY BORROWER MAY REQUIRE BORROWER TO PAY A CHARGE FOR AN INDEMNIFICATION FEEL SCALE TAX REPORTING SERVICE USED BY BORROWER, LENDER SHALL PAY THE FUNDS HELD BY LENDER TO BORROWER, UNLESS LENDER IS HELD BY APPLICABLE LAW.

UPON PAYMENT IN FULL OF ALL SUMS SECURED BY THIS SECURITY INSTRUMENT, LENDER SHALL PROMPTLY RELEASE TO BORROWER ANY FUNDS HELD BY LENDER AS A RESULT OF THIS SECURITY INSTRUMENT.

4. CHARGES; LINES. BORROWER SHALL PAY ALL TAXES, ASSESSMENTS, CHARGES, FEES AND IMPOSITIONS ATTRIBUTABLE TO THE PROPERTY WHICH MAY ACCRUE OVER THIS SECURITY INSTRUMENT, AND LEASEHOLD PAYMENTS OF GROUND RENTS, IF ANY. BORROWER SHALL PAY THE PROPERTY WHICH MAY ACCRUE OVER THIS SECURITY INSTRUMENT, SUBJECT TO THE LEIN OF THE LENDER, OR IN A MANNER ACCEPTABLE TO LENDER; (b) CONTRACTS IN GOOD FAITH WHICH THE LENDER WRITES TO THE PAYMENT OF THE ALLEGED SECURITY INSTRUMENT; (a) AGREES IN WRITING TO THE PAYMENT OF THE ALLEGED SECURITY INSTRUMENT UNLESS BORROWER AGREES ANY LEIN WHICH HAS PRIORITY OVER THIS SECURITY INSTRUMENT.

BORROWER MAKES THESE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY FURNISH TO LENDER RECEIPTS EVIDENCING THE PAYMENT. IF PAYMENT IS MADE PAYABLE TO LENDER, BORROWER SHALL PROMPTLY FURNISH TO LENDER ALL RECEIPTS OF AMOUNTS TO BE PAID UNDER THIS PARAGRAPH. IF PAYMENT IS MADE PAYABLE TO LENDER PROVIDED IN PARAGRAPH 2, OR IF NOT MADE IN THAT MANNER, BORROWER SHALL PAY THEM ON TIME DIRECTLY TO THE BORROWER MAKES THESE PAYMENTS DIRECTLY, BORROWER SHALL PROMPTLY FURNISH TO LENDER RECEIPTS EVIDENCING THE PAYMENT.

IF THE LEADER'S AGREEMENT OF THE LEIN, OR (C) SECURES FROM THE HOLDER OF THE LEIN AN AGREEMENT SUBJECT TO A LEIN WHICH MAY ATTACH PRIORITIZING THE LEIN TO PREVENT THE LEADER'S OPERATION OF THE LEIN TO PURSUING THE LEADER'S AGREEMENT OF THE LEIN, OR DECREES AGAINST ENFORCEMENT OF THE LEIN IN LEGAL PROCEEDINGS WHICH IN THE LEADER'S OPINION OPERATE TO PREVENT THE LEADER'S AGREEMENT OF THE LEIN, OR DECREES AGAINST ENFORCEMENT SECURED BY THE LEIN IN A MANNER ACCEPTABLE TO LENDER.

SECURITY INSTRUMENT, LENDER MAY GIVE BORROWER A NOTICE IDENTIFYING THE LEIN. BORROWER SHALL NOTIFY OVER THIS SECURITY INSTRUMENT, LENDER MAY GIVE BORROWER A NOTICE IDENTIFYING THE LEIN.

UNOFFICIAL COPY

0000320633

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

3423610

UNOFFICIAL COPY

[Handwritten signatures]

Page 4 of 4

-ER(1L) (1981)

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note which can be justified in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note which can be given effect without the conflicting provision.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which it is executed.

Instrument shall be deemed to have been given to Lender or Borrower or Lender when given as provided in this paragraph.

16. Notices. Any notices to Borrower provided for in this Security Instrument shall be given by deliverying it or by mailing it to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security

any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address mailed to Borrower. Any notice provided for in this Security

by first class mail unless otherwise use of another method. The notice shall be directed to the Property Address or

by first class mail unless otherwise specified in Note or by mailing it or by mailing it

under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower's heirs and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the and that law is usually interpreted so that the interest of other loans charged collected or to be collected in connection with the loan exceeds the permitted limit.

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

makes any accommodation with regard to the terms of this Security Instrument or the Note, without this Borrower's consent.

secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or

Borrower's interest in the Property under the terms of this Security Instrument. (d) is not personally obligated to pay the sums

instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgagee, grant and convey this

paragraph 17. Borrower's covantees and assignees shall be joint and several. Any Borrower who co-signs this Security

Security instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Covenants. The covenants and agreements of this

in interest. Any Borrower in exercising any right or remedy shall not be a waiver of or precludes the exercise of any

compliance proceedings against Borrower in interest of Lender if Lender fails to extend time for payment otherwise modifed to not operate to release the liability of the original Borrower's successor in interest. Lender shall not be required to

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

of Borrower Not Released; Forgiveness; By Lender Not a Waiver. Extension of the time for payment of modifications

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to participate shall not exceed or postpone

by this Security Instrument, whether or not due.

is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured

award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the note is given, Lender

in the event of the note made an offer to make an

sums secured by this Security Instrument whether or not the sums are due.

Borrower and Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the

Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless

taking. Any balance shall be paid to Borrower, or, if, after notice by Lender to Borrower that the condominium offers to make an

amount secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the

the amount secured by the proceeds multiplied by the following ratios: (a) the total amount of

Security Instrument shall be reduced by the amounts secured by the following, the sums secured by this

Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

value of the Property immediately before the taking is equal to or greater than the amount of the Property in which the fair market

value of a note then due, with any excess paid to Lender in the event of a partial taking of the Property in which the fair market

value of a note then due, the proceeds shall be applied to the sums secured by this Security Instrument.

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

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and

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

Borrower makes no claim prior to an inspection specifically reasonable cause for the inspection.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give

insurancce costs in accordance with any written agreement between Borrower and Lender or applicable law.

premises required to maintain mortgage instrument in effect, or to provide a loss reserve, until the requirement for mortgage

that Lender requires provided by insurance approved by Lender again becomes available and is obtained. Borrower shall pay the

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

UNOFFICIAL COPY

0000320633

7 3 4 2 3 0 1 6

Property of Cook County Clerk's Office

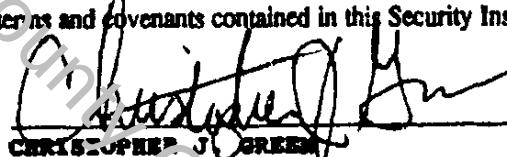
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
(Check applicable box(es))

- Adjustable Rate Rider
- Condominium Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Balloon Rider
- Rate Improvement Rider
- V.A. Rider
- Other(s) [specify]

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

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

Witnesses:



CHRISTOPHER J. GREEN

(Seal)

-Borrower



MARY BETH GREEN

(Seal)

-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF ILLINOIS,

COOK County:

I, the undersigned, a Notary Public in and for said county and state do hereby certify that
CHRISTOPHER J. GREEN AND MARY BETH GREEN, MARRIED TO EACH OTHER

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

Given under my hand and official seal, this

28

day of

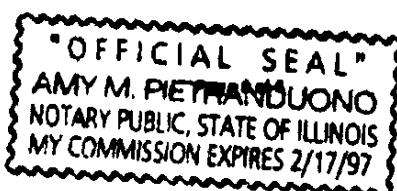
May 1993
Amy M. Pietranduono

Notary Public

My Commission Expires: 2-17-97

This Instrument was prepared by:

CRIL (8106)



Form 3014 9/90

UNOFFICIAL COPY

W.H.

Initials:

Form 309 (Rev. 4/16)

Page 6 of 6

-SR(1L) (0100)

Initials:

16. Borrower's Copy. Borrower shall be given one carbonized copy of this Security Instrument.
17. Transferor of the Property or a Beneficiary Letter to 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 all sums secured by this Security Instrument to be paid to another party before any part of the Property or any interest in it is sold or transferred. If all or any part of the Property or any interest in it is sold or transferred and Borrower is not a natural person, Lender shall provide a period of not less than 30 days from the date the notice is delivered or received of such transfer, to pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted under this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted under this instrument. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
18. Borrower's Right to Retain. If Borrower meets certain conditions, Borrower shall have the right to have certain instruments disconnected at any time prior to the earlier of: (a) 5 days (or such other period as specified in 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 confirming this Security Instrument and the obligations secured thereby shall result in fully effective as if no acceleration had occurred. However, this right to retain shall not apply in the case of acceleration.
19. Sale of Note. Certain Services. The Note or a partial interest in the Note (together with this Security Instrument) may be sold out of 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. The new Loan Servicer, shall not cause to permit the prepayment of any note or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that would require payment of any quarterly fee under this Note. It 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 to permit the prepayment of any note or in the Property that would require payment of any quarterly fee under this Note. It there is a change of the Loan Servicer, that will cause to permit the prepayment of any note or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that would require payment of any quarterly fee under this Note. It 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.
21. Accidents; 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) specifying otherwise). The notice shall provide (a) the details of the default; (b) the action which must be taken to cure the default; and (c) the date of the default.
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 recording costs.
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

UNOFFICIAL COPY



9 5 4
Main Suite 2106
One First National Plaza
Chicago, Illinois 60670
Telephone: (312)732-4000

LOAN # 0000320633
232 LAKELAND
PALOS PARK, IL 60464

LEGAL DESCRIPTION RIDER

LOT 91 IN WOODLAND SHORES UNIT NUMBER 1, BEING A
SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 28,
TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.

93423616

REAL ESTATE TAX I.D. #: 23 28 308 020

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Case No. 1