MORTGAGE

THIS MCRTCAGE ("Security Instrument") is given on 04TH, day of JUNE, 1993. The mortgagor Le JON C THOMAS AND SANDRA A THOMAS HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Hinnesota, and whose address is 111 E. KELLOGO BLVD., ST. PAUL MN 55101,

("Lender"). Borrower owes Lender the principal sum of

TWO HUNDRED THOUSAND AND

NO/100 DOLLARS (U.S. 200,000.00). This debt is evidenced by Borrower's note dated the same date this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of JUNB, 2023. This Security Instrument secures to Lander: (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 performince of Borrower's covenants and agreements under this Security Instrument and the Wale. For this purpose, Borrower does heraby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

LOT 100 IN SCARSDALE, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE BAST 1/2 AND PART OF THE BAST 1/2 OF THE WEST 1/2 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 11, BAST OF THE THIRD PRINCIPAL MERIUTAN, IN COOK COUNTY, ILLINOIS.

The Clark

PTN # 03-32-305-009

which has the address of 635 S PINE AVENUE, [Street]

ARLINGTON HEIGHTS (City)

("Property Address");

Illinois 60005-[Zip Code]

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and ands, subject to any encumbrances of record.

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

PAGE 1 OF 6

ILLIMOSE-Bingle Family-Fannie Mae/Fredddie Nac UNIFORM INSTRUMENT

Form 3014 9/90 INITIALS:

CLOOC927 (03/92)

3150

INITIALS: JET

UNIFORM COVENANTS. Borrower and Index overant of agric Afilous Control of 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, Borrover shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, 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, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (f) any sums payable by Borrover to Lender, in accordance with the provisions of paragraph B, 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. Section \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender 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 rull apply the Funds to pay the Econol 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 interest 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 rest estate tax reporting service used by Lender in connection with this loan, unless applicable law provioes otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any Interest or earning 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 diffice to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged 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 iaw, 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 may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

** Upon payment in full of all sums secured by this accurity 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, thall apply any funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides orderwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment clarges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, 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 more 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 under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender recrease 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 is a manny acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of far lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; of (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, Lender may give Borrower a notice identifying the lien. Sorrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 peid 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 Borower obsiding tyree in unting in tranch processes than the applied to restoration or repair of the property damaged, if the restoration or repair is occasionately 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 poid to Borrower. If Borrower abondone the Property, or does not answer within 30 days a notice from Lender that the inturance carrier has offered to settle a claim, then Lender may notice the insurance proceeds. Londer may use the proceeds to repair or insterpthal 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 tender 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, Haintenance and Protection of the Property; Sorrower's Loan Application: Leastholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within mixty days after the execution of this Socurity Instrument and shall continue to occupy the property as Serrower's principal residence for at least one year after the date of occupancy, unless Lander otherwise aggres in writing, which consent shall not be unreasonably withheld, or unless extenueting circumitances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, gliow the Property to deteriorate, or commit weste on the Property. Borrower shall be in default if any frostriure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwine materially impete the Lien created by this Security in trument or Lender's security interest. Corrower may cure such a default and reinstate, as provided in principal 18, by causing the action or proceeding to be dismissed with a ruling that, in Lander's good faith descrimation, 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. Sorrower shall also to in default if Borrower, during the loan application process, gave materially false or inoccurate information or statements to Lender for falled to provide Lender with any meterial information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Corrower's occupa 27 of the Property as a primospal residence. If this Security instrument is an a teasehold, sorrower shall couply with all the provisions of the tease. If Sorrower acquires fee title to the Property, the Lessenold and the fee little shall not marge unless lander agrees to the merger in writing.
- 7, Protection of Lender's Rights in the Priority. If Borrower faits 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 benkruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lander 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 ascured 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 72.

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

- 8. Nortgage 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 tepses or cases to be in effect, Borrower shall pay the pramiums required to obtain caverage substantially equivalent to the mortgage insurance previously in effect, at a cost embatantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurance approved by Lender. If substantially equivalent mortgage insurance coverage, is not available, Borrower shall pay to Lender each month a sun equal to one-twelfth of the yearly wortgage insurance premium being paid by Borrower when the insurance coverage lapsed or coased to be in reject. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. The reserve payments may no longer be required, at the option of lander, if mortgage insurance coverage time amount and for the period that Lender requires) provided by an insurar approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property.
 Lender shall give Sorrower 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 designs, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in time of condemnation, are hereby assigned and shall be paid to Lender.

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In the event of a total taking of the Property, the process shall be applied to the lums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total mamount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable taw otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower No. Released; Furbearance By Lender Not a Waiver. Extension of the time for payment or modification of appreciation of the sums secured by this Security instrument granted by Lender to any successor in interest. Borrower shall not operate to release the Liability of the original Rorrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or reluse to extend time for payment or otherwise modify amortization of the sums secured by this Security Inix ment by reason of any demand made by the original Borrower or Borrower's successors in interest. Any to be ance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of Eny right or remedy.
- 12. Successors and Assign 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 pragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this fecurity Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agree that Lender and any other Borrower may agree to extend, modify, forbtan on make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. toan Charges. If the toan secured by this Security Instrument is subject to a law which sets maximum toan charges, and that law is finally interpreted to that the interest or other toan charges collected or to be collected in connection with the toan exceed he permitted limits, then: (a) any such toan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted (inits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed up or the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law required use of another method. The notice shall be directed to the Property Address or any other address Borrower resignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address at red herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing taw; Severability. This Security Instrument shall be governed by federal is and the law of the jurisdiction in which the Property is located. In the event that any provision of cluse of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect in the 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 or reseverable.
- 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 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.

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 inveleted 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 inv. The notice will stete the name and address of the new ioun Servicer and the address to which payments should be made. The notice will also contain to other information required by applicable law.

20. Mazerdour 5 outances. Barrower shall not cause or permit the presence, use, disposal, storage, or release of any Mazerdous Substances on or in the Property. Borrower shall not do, nor allow anyone slaw to do, snything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply or the presence, use, or storage on the Property of small quantities of Mazerdous Substances that are generally recognized to be appropriate to normal residential uses and to maintenence of the Property.

Borrower shall promptly give Leader selften netice of any investigation, claim, demand, lausuit or other action by any governmental or regulatory agency or private party involving the Property and any Mazardous Substance or Environmental as of shich Borrower has actual knowlodge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Mazardous Substance affecting the Property is recessary, Burrower 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; gasaline, kerosene, other flammble or toxic petroleum products, toxic pesticious and herbicides, volatite solvents, materials containing asbestos or formaldehyde, and radioactive exterials. As used in this paragraph 20, mgnytrommental Law means federal laws and laws of the jurisdiction where the Property is located that relate to nealth, 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 (as provides others is /). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date; int term then 30 days from the date the notice is given to Borrower, by which the default must be cured; and (() tiet faiture 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 judiqual proceeding and sale of the Frace ty. The notice shall further inform Borrower of the right tog reinstate after deceleration and the vicit to assert in the foreclosure proceeding the non-existence of a default- or any other differs of Borrow a to acceleration and foreclosure. If the default is not cured on an before the date specified. In the notice, Clender at Its instrument without option may require immediate payment in full of all-sums secured by this Security further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entified to collect all expenses incurred in pursuing the remedits provided in this warraruph 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 Barrower, Borrower shall pay any recordation costs.

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

24. Riders to this Security Instrument, if one or more riders are executed by Sorrower 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.

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INITIALS:

1)	Adjustable Rate Rider	t	Condominium Rider	ſ	1	1-4 Family Rider
C 1	Graduated Payment Rider	t	Planned Unit Development Rider	ι.	;	Siveskiy Paymont Rider
()	Sal(oon Rider	ι	Rate Improvement Rider	[3	Second Home Rider
6 3	V.A. REDER	ζ.	Other(s) (specify)			



STATE OF IL, COCK Corty ss: 1, the undersigned, a lottery Public in and for said county a JON C THOMAS AND SANURA A THOMAS MUSBAND AND FIFE Decisionally known to see to be the same person(s) whose	nume(s) ARE subscribed to the person, and acknowledged that	Seal -Borrowe (Seal -Borrowe (Seal -Borrowe
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ersonally known to me to be the rame person(s) whose oregoing Instrument, appeared before me this day in MEY signed and delivered the said instrument as THEIR free and purposes therein set forth. iven under my hand and official Seal this O4TH ray of JUNE by Commission expires:	person, and acknowledged that	
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oregoing Instrument, appeared before me this day in MEY signed and delivered the said instrument as THEIR free and purposes therein set forth. iven under my hand and official Seal this DATE of JUNE by Commission expires:	person, and acknowledged that	
oregoing Instrument, appeared before me this day in MEY signed and delivered the said interval as THEIR free and purposes therein set forth. Liven under my hand and official Seal this OUT or of JUNE by Commission expires:	person, and acknowledged that	
and purposes therein set forth. Given under my hand and official Seal this O412 day of JUNE By Commission expires:	nd voluntary act, for the uses	
iven under my hand and official Seal this 04th day of JUNE by Commission expires:		•
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ty Commission expires:	A.D. 1993.	
, Notary Public		
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his instrument was prepared by MORTGAGE CAPITAL CORPORATION,		
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