

# UNOFFICIAL COPY

Prepared by &  
Rebina Recorded Doc no:

93505907  
(D)

Banc One Mortgage Corporation  
9309 W. Higgins Road 4th Floor  
Rosemont, IL 60018  
Attn: Post Closing Department

MAIL

[Space Above This Line For Recording Date]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **June 18, 1993** . The mortgagor is

**RANDY LEE RUGG & ANITA MARIE RUSSCH, KNOWN AS HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **ELM MORTGAGE BROKER**

: DEPT-01 RECORDING \$31.50  
: 171111 IRAN 0506 07/01/93 16:39:00  
: #8665 A-93-505907  
: COOK COUNTY RECORDER

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3100 DUNDEE ROAD, #911**

**NORTHBROOK, IL 60062**

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

**Seventy Thousand and No/100**

Dollars (U.S. \$ **70,000.00** ).

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, 2008**. 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:

**P.I.N. 04-05-401-021**

**LOT 19 IN BLOCK 3 IN MANUS NORTH SHORE ESTATES, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

which has the address of **488 HELEN DRIVE  
60062**

(Zip Code)

**NORTHBROOK**  
("Property Address");

*3150*  
(Street, City),

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

**SR(IL) 19105**

VMP MORTGAGE FORMS • (313)293-8100 • (800)821-7201

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Form 3014 8/90  
Amended 8/91

Initials: *X*

*XAC*

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YAC  
INN 100: 19106  
Form 8014-0100

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Form 8014-0100

of the actions set forth above within 10 days of the giving of notice. Security Instrument Leader may give Borrower a notice indemnifying the Lien. Borrower shall satisfy the Lien or take one or more steps to discharge the Lien; or (c) secures from the holder of the Property its subject to a Lien which may attach priority over this Security Instrument if Leader makes any part of the Property its subject to Leader's subordination of the Lien to another instrument of the Lien; or (d) secures from the holder of the Lien an affidavit satisfactory to Leader that the instrument of the Lien is illegal proceedings which in the Leader's opinion operate to prevent the Lien by, or deems against enforcement of the Lien in, legal proceedings which in the Leader's opinion violates the Lien to prevent the writing to the payment of the obligation secured by the Lien in a manner acceptable to Leader; (b) conveys in good faith the Lien by, or deems against enforcement of the instrument of the 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 Leader; (b) conveys in good faith the Lien to Borrower shall promptly discharge any Lien which has priority over this Security Instrument unless Borrower recycles evidence of payment.

Borrower makes these payments directly, Borrower shall promptly furnish to Leader records evidencing the payment. If person owed payment Borrower shall promptly furnish to Leader all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them in time directly to the which may attain priority over this Security Instrument and lessorhold payments of ground rents, if any, Borrower shall pay these charges; Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property 4. Charges; Lien. Borrower shall pay all taxes, assessments due under the Note.

4. To intrested due; fourth, to principal due; and last, to any late charges due under the Note. I and 2 shall be applied: first, to any prepayment charge due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leader under paragraphs

Security Instrument.

Property, shall apply any funds held by Leader at the time of acquisition or sale as credit against the sums secured by this held by Leader. If, under paragraph 2, Leader shall acquire or sell the Property, Leader, prior to the acquisition or sale of the funds held by Leader in full of all sums secured by this Security Instrument, Leader shall disapply referred to Borrower any funds

upon payment in full by Leader's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Leader shall account to Borrower any funds made. The funds are pledged as additional security for all sums secured by this Security Instrument, to Leader the amount necessary to make up the deficiency in no more than twelve to Leader the amount necessary to pay the Escrow items when due, Leader may so notify Borrower in writing, and, in such case Borrower shall pay not sufficient to pay the Escrow items of application law. In the amount of the funds held by Leader at any time is the excess funds in accordance with the applicable law, Leader shall account to Borrower for the funds used by Leader for

the access funds held by Leader exceed the amounts permitted to be held by applicable law, Leader shall account to Borrower for

Leader may agree in writing, however, that interest shall be paid on the funds, Leader 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 debit to the funds was

Leader may require to be paid, Leader shall not be required to pay Borrower any interest or earnings on the funds, Leader may agree in writing, unless application law permits Leader to make such a charge, unless application law requires in connection with this loan, unless application law permits Leader to make such a charge.

However, Leader may require Borrower to pay a late charge for an independent real estate tax reporting service used by Leader, Leader shall account to Borrower for the funds used by Leader for the reporting service to make such a charge.

Escrow items, unless Leader pays Borrower interest on the funds and applying the funds, usually analyzing the escrow account, or verifying items, Leader may not charge Borrower for holding and applying the funds, usually analyzing the escrow account, or verifying

Leader, if Leader is such an institution, or in any Federal Home Loan Bank, Leader shall apply the funds to pay the Escrow items, unless Leader holds funds in an amount not to exceed the maximum amount a leader for a federally related

The funds shall be held in an institution whose depositors are insured by a federal agency, instrumentality, or entity including otherwise in accordance with applicable law.

otherwise the amount of funds in on the basis of current data and reasonable estimates of expenditures of future Escrow items or

amount in so, Leader in, at any time, collect and hold funds in an amount not to exceed the lesser amount Leader may amended from time to time ("RESPA"), unless another law that applies to the funds sets a lesser

morgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as

Leader may, at any time, collect and hold funds in an amount not to exceed the maximum amount a leader for a federally related provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items".

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if

and assessments which may attach priority over this Security Instrument as a Lien in full, a sum ("Funds") for (a) yearly leasthold payments

Leader on the day monthly payments are due under the Note, until the Note is paid in full, a written waiver by Leader, Borrower shall pay to

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Leader, Borrower shall pay to

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the

UNIFORM COVENANTS. Borrower and Leader covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform coveralls for national use and non-uniform coveralls with limited

will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

grants and conveys the Property and that the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage,

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and

fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument.

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**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 vest 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

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be severable.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision of clauses of this Security Instrument or the Note are declared to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note are declared to be ineffective without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be ineffective.

16. Notices. Any notice to Borrower or Lender given in this Security Instrument shall be provided by general law and the law of the state in which the Property is located.

17. Borrower's address hereinafter set forth in any other address by Borrower. Any notice to Lender shall be given by first class mail to Lender's address set forth in this Security Instrument or by first class mail to Lender's address set forth in any other address by Borrower. Any notice to Lender shall be given by first class mail to Lender's address set forth in any other address by Borrower. Any notice to Lender shall be given by first class mail to Lender's address set forth in any other address by Borrower. Any notice to Lender shall be given by first class mail to Lender's address set forth in any other address by Borrower.

18. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering 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 Note or by making a direct payment to Lender or any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower, permitted limits; and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge to the extent that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan and that law is finally interpreted so that the interest or other loan charges collected to a level which sets maximum loan charges,

19. Loan Charge. If the loan secured by this Security Instrument is subject to a fee without that Borrower's consent.

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

20. Borrower's interest in the Property under the terms of this Security Instrument (b) is not personally obligable to pay the sum secured by this Security Instrument and (c) agrees that Lender and any other Borrower may agree to extend, modify, rework or renew the note or agreement to make any accommodations in accordance with the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey this instrument but does not execute the Note;

21. Borrower's successors and assigns of Lender and Borrower, subject to the provisions of this Security

Paragraph 17. Borrower's successors and assigns of Lender and Borrower 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. The covenants and agreements of this

right of remedy.

in interest. Any forbearance by Lender in exercising any right, or remedy shall not be a waiver of or preclude the exercise of any

compliance proceedings against any successor in interest, or demand made by the original Borrower or Borrower's successors

of amortization of the liability of the original Borrower or Borrower's successor in interest Lender shall not be required to

not operate to release the sums secured by this Security Instrument to any successor in interest of Borrower shall

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

the due date of the monthly payments received in part, or change the amount of such payments.

11. Borrower Not Released; Portion Not a Waiver. Extension of the time for payment or modification of

of the Property is a joint and several liability of Lender and Borrower that 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 note is given, Lender

is authorized to collect and apply, the proceeds, as its option, either to resolution or repayment of the Property or to the sums secured by this Security Instrument, whether or not then due.

If the Property is sold and held by Borrower, or if, after notice to Lender to Borrower that the condominium offers to make an

sums secured by the Lender otherwise agrees to the sums are then due.

Borrower and Lender otherwise agree 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

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

taking, Any balance immediately before the taking, divided by (b) the fair market value of the Property immediately before the

sums secured 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

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

Instrument immediately before the taking is equal to or greater than the amount of the sums secured by this Security

value of the Property 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, unless Borrower and Lender otherwise agree in lieu of condemnation, are hereby assigned and

condemnation of other taking of any part of the Property, or for conveyance in lieu of condemnation, in connection with any

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

Borrower notice or its agent may make reasonable entries upon and inspectioins of the Property. Lender shall give

9. Inspection. Lender or its agent may write an agreement between Borrower and Lender or applicable law.

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

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

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

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

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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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other 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.

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"OFFICIAL SFAL"	KELLY BENEDETTI	Neuary Public, State of Illinois My Commission Expires 2/15/95
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**BANC ONE MORTGAGE CORPORATION**

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Form 3014 8/90

This instrument was prepared by: MICHAEL J. CONNOLLY

Notary Public

My Commission Expires 2-15-95

Given under my hand and official seal, this day of July 1894, free and voluntary act for the uses and purposes herein set forth.  
Signed and delivered the said instrument as subscriber before me this day in person, and acknowledged that he 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 he

I, MICHAEL J. CONNOLLY, Notary Public, a Notary Public in and for said county and state do hereby certify that  
County of **IL**, State of **ILLINOIS**,

Borrower \_\_\_\_\_  
(Seal) \_\_\_\_\_

ANTIA MARIE RUESCH  
\_\_\_\_\_  
(Seal) \_\_\_\_\_

RAMON LEE RUESCH  
\_\_\_\_\_  
(Seal) \_\_\_\_\_

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

- Witnesses:
- [Check applicable box(es)]
- Adjustable Rate Rider
  - Condominium Rider
  - 1-4 Family Rider
  - Graduate Payment Rider
  - Planned Unit Development Rider
  - Biweekly Payment Rider
  - Balloon Rider
  - Rate Improvement Rider
  - Other(s) [Specify]
  - V.A. Rider
  - Second Home Rider

2A. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this  
Security Instrument, the coverants and agreements of each such rider shall be incorporated into and shall amend and supplement  
the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.