Property of County Clerk's Office

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. 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 demands, 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.

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this 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; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance vith the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 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. It ander may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Bonowia 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 equire Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting the Funds, showing credits and debits 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 law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale at a credit against the sums secured by this Security Instrument.

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; 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 manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 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

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give Borrower matter at the time of or prior to an inspection specifying reasonable cause for the inspection. On Condemnation, a Tile proceeds of any, award jor, claim for damages, direct or consequential, in connection with

Security, Instrument, Borrower shall, pay, the, premiums, required to maintain the mortgage insurance in a rect. If, for any premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance premium being paid by Borrower shall pay to Lender approved by Lender, it substantially equivalent mortgage insurance coverage is not available, Borrower when the insurance coverage lapsed or ceased to be int effect, Lender will accept, use and retain these payments as allosa reserve payments may not longer by required by Borrower when the insurance coverage lapsed or ceased to be int effect, Lender will accept, use and retain the option of Lender, it, mortgage insurance coverage (in the amount and for the period that Lender required, at the option of Lender, it, mortgage again becomes available and as observe payment and for the period premiums required to mortgage insurance in accordance, until the requirement for mortgage insurance available and teacher, it mortgage insurance in accordance, with any written again becomes available and Lender, or applicable law in the anomer and Lender or approach to a loss reserve, until the requirement for mortgage insurance, and inspection. Lender or agont may make reasonable entries upon a last reserve payment and for may make reasonable entries upon and inspection. Lender or applicable law in accordance, with any mortal and in accordance, with any may may be an accordance or its agont may may may any interesting the property. Lender or applicable in accordance or its agont may may any more applicable in a ceased to be a loss reserve payment.

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Toucction of Lender's Rights in the Property. If Borrower (a) a sto. perform the covenants, and agreements of the store performed in the covenants, and agreements of the conditional allocations of the conditional and proceeding in the proceeding in the protect of condennation of the proceeding in the proceeding in the protect of condennation of the proceeding in the pro

herewholes. Borrower small c. cupy, establish, and use, the Property; Borrower's, Loan Application; Leaseholds. Borrower small c. cupy, establish, and use, the Property as Borrower's principal residence, within sixty days after the execution of this Security Insurance, and shall continue to occupy, the Property as Borrower's principal residence within sixty days for at least one year after the deep of occupancy, unless Lender otherwise agrees in writing, which are property as Borrower's principal residence for at least one year after the deep of occupancy, unless Lender otherwise agrees in writing, which consonred shall not be in default. If any forfeiture action or proceeding, or unless extra the free property or otherwise materially impair the begun that in Lender's good daith judgment or proceeding to, be dismissed with a ruting or broceding to, be dismissed with a ruting or proceeding to the Property or otherwise material graph in process, gave materially dispendent or proceeding to the bronwer's found from the former or being deep or information or statements in the former of the learner of the learner or being with in content of the form or interest in the Property or other material in Lander of the learner or being deep or an action of the form or interest in the Property or other material in Lander (of the lear application proceeding to the property of the borrower shall also be in default if. Borrower in the mercal in the property of the proverty in a principal residence, if this Security instruments in the mercal proceeding to the default of the learner of the learner or statements in the mercal proceeding to the property of the proceed by the Rotrower shall be be in default is an at a security interest. Borrower shall be a special default in content of the least of the learner of the least of the learner of the least of the

when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or proceeds to principal shall not extend of the payments. It is not included by Lender, Borrower's right to any insurance policies and proceeds resulting to the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from daminge to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security from daminge to the Property prior to the acquireling.

Unless Lender and Borrower otherwise, agree, in writing, insurance proceeds shall be applied to restoration or repair is not lessened. If the restoration or repair is not economically feasible, and Lender's security is not economically feasible, or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security insurance proceeds that any exercise paid to Borrower. If applied to the the insurance proceeds and the insurance carrier has borrower the security or does not answer, within, 30, days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may use the proceeds to repair or restore offered to settle a claim, then Lender may collect the insurance carrier has 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 the Property or to pay sums secured by this Security Instrument, whether or not then due, The 30-day, period will begin

All insurance policies and renewals, shall be acceptable, to Lender and shall include a standard mortgage clause. Lender and premiums and renewal notices and renewal notices, in the event of loss, 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 Lender and prompt notice, to the insurance carrier and loss if not made promptly by Borrower.

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.

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

assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair 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 amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a 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 law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

sums secured by this Security Instrument, whether or not then due.

Unless Lender and Forrower 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.

Extension of the time for payment or 11. Borrower Not Releasel; Forbearance By Lender Not a Waiver. modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the successful security Instrument by reason of any demand made by the original Borrower's successors in interest. Any forhearance by Lender in exercising any right or remetly shall

not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Peveral Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the succe so's and assigns of Lender and Borrower, subject to the previsions of paragraph 17. Borrower's covenants and agreements st. " be joint and several. Any Borrower who co-signs this Security 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) agrees that Lind r and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that

13, Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan 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 limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under 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.

14. 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 requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to 50 tower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided

in this paragraph.

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural 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 ITEM 1876L4 (9202)

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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 offices; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Including and Borrower's obligation to pay the sums secured by this Security Instrument shall continue in the Property and Borrower's obligation to pay the sums secured by 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. Hazardour Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances or or in the Property. Borrower shall not do, not 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 constitute Property at a small quantities of Hazardous Substances that are generally recognized to the appropriate to

normal residential uses and to mo atenance 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.

The As used in this paragraph 20. "Flazardous 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 therbicides, 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 protect on.

NON-UNIFORM COVENANTS: Botrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Corrower 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 judicia 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—ender 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 follect 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.

1/22: 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.

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

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	(Name) 2700 SOUTH RIVER ROAD, SUITE 412, DES PLAINES, IL 60018 (Address)
	THE PREFS OF ILLINOIS, L.P., ANY COMMISSION EXPRES 3/1/97 MY COMMISSION EXPRES 3/1/97 ANY COMMISSION EXPRES 3/1/97 ANY COMMISSION EXPRES 3/1/97
	This instrument was prepared by MARY ALICE FLAVIN
	May Must Hun
	My Commission expires:
	Given under my hand and official seal, this 11 100.
	forth.
	and delivered the said instrument as the said instrument as the said instrument as the said purposes therein set
	subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
	whose name(s) personally known to me to be the same region(s) whose name(s)
ark.	do hereby certify that Malcolm Swift 40-101Afrig L. Swift Mod
l	I, Mary Public in and for said county and state,
	STATE OF ILLINOIS, IMM WAS COUNTY SS:
	(lso2) (lso2) 19woned-
	MALCOLM SWIFT -Borrower CYNTHIA L, SWIFT -Borrower (Scal)
	Mallally Study (Soul)
	Wimess:
	BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instant ent and in any rider(s) executed by Borrower and recorded with it.
	Other(s) [specify]
⁹³²⁰⁶⁴⁰⁶	Balloon Rider Sate Improvement Rider Second Home Rider
90	Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider
935	Adjustable Rate Rider Condominium Rider
	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)]

this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with