

PREPARED BY:
D. BRADLEY SPRINGER
DONNERS GROVE, IL 60515

UNOFFICIAL COPY

RECORD AND RETURN TO:

93548155

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION
3051 OAK GROVE
DONNERS GROVE, ILLINOIS 60515

[Space Above This Line For Recording Data]

DEFT-01 RECORDINGS \$31.50
T40011 TRAN 5540 07/15/93 12:55:00
45829 45829 45829 45829 45829 45829
MORTGAGE 45829 45829 45829 45829 45829 45829
COOK COUNTY RECORDER

01696327

THIS MORTGAGE ("Security Instrument") is given on **JULY 2, 1993** by
PETER M. FULLER
AND MARSHA M. FULLER, HUSBAND AND WIFE

EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION

which is organized and existing under the laws of **THE STATE OF ILLINOIS**, and whose address is **3051 OAK GROVE**

DOWNERS GROVE, ILLINOIS 60515 to **EDGEMARK BANK LOMBARD dba EDGEMARK MORTGAGE CORPORATION** ("Lender"). Borrower owes Lender the principal sum of **ONE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars (U.S. \$ 118,500.00)**.

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 **AUGUST 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:**

THE SOUTH 30 FEET OF LOT 289 IN DEVON CRAWFORD ADDITION TO NORTH EDGEWATER BEING A SUBDIVISION OF THAT PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE INDIAN BOUNDARY LINE (EXCEPT THE EAST 26 ACRES THEREOF AND EXCEPT THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD) IN COOK COUNTY, ILLINOIS.

6152 NORTH SPRINGFIELD AVENUE, CHICAGO, ILLINOIS 60659 ("Property Address"); **60659** ("Zip Code")

ILLINOIS Single Family/Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

CAN-GRIL (10101)

VMP MORTGAGE FORMS - 1313/293-8100 - (800)821-7291

DO NOT USE OR PUBLISH, OR MAKE COPIES OF THIS FORM. IT IS FOR YOUR USE ONLY. IT IS NOT A LEGAL DOCUMENT. IT IS FOR YOUR USE ONLY. IT IS NOT A LEGAL DOCUMENT.

Page 1 of 8

DPS 1058 Form 3014 8/90 Initials: P.M. MMR

UNOFFICIAL COPY

Form 301a 8/80
Page 2 of 6
Date 10/01/1980

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the deficiency of the original secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defers agreement 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 stipulating the Lender's right to a lien which may attach prior to the Lender's claim to the property in the event of non-payment of the note.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any, Borrower shall pay which may attain priority over this Security Instrument, and assessments, charges, fines and impositions attributable to the Property.

4. Charges: Lien, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property, to interest due, court, to principal due, and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charge 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.

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 through 4 shall be applied to the time of acquisition of sale or a credit against the sum secured by this Security Instrument.

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 2, Lender shall acquire or sell the Property, Lender, prior to the acquisition of sale of the Property, shall apply any funds held by Lender at the time of acquisition of sale or a credit against the sum 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 any twelve monthly payments, at Lender's sole discretion. Lender shall pay to Borrower items necessary to make up the deficiency in no more than three months 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 of application of applicable law. If the amount of the Funds held by Lender at any time exceeds Funds in escrow with the requirement of application of law, Lender shall give to Borrower twelve monthly payments, at Lender's sole discretion.

If the Funds were made, the Funds are pledged as additional security for all sums secured by this Security Instrument, Lender may agree to release the Funds, showing debts to the Funds and the purpose for which each without charge, in annual accounting of the Funds, however, if, interest shall be paid on the Funds. Lender shall give to Borrower, Borrower and Lender may agree in writing, however, if, interest shall be required to pay Borrower any earnings on the Funds. Applicable law requires interest to be paid, Lender shall be entitled to pay Borrower for an interest or earnings on the Funds used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service verifying the Escrow Items, unless Lender or Borrower interest on the Funds and applicable law permits Lender to make such Escrow Items. Lender may not charge Borrower for holding the Funds, usually analyzing the escrow account, or Escrow Items. Lender is such a institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the including Lender, if Lender is not covered by a federal agency, instrument, or entity.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrument, or entity Escrow Items or otherwise in accordance with applicable law. Escrow Items due on the basis of current data and reasonable estimates of future Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of future less than a lesser amount, i.e., so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount, 1974 as amended to the time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds related mortgage, i.e., may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related rents on the Property, if any; (c) yearly hazard or property insurance premiums. These items are called "Escrow Items," the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. If any; and (d) any sums payable by Borrower to Lender, in accordance with if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with ground rents on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, and assessments which may attach instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attach instrument as a lien on the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes Lender on the day monthly payments, subject to applicable law or to a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, 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 Lender covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited great and general property title to the Property against all claims and demands, subject to any encumbrances of record, and will convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants that and now or hereafter a part of the property, All requirements and additons shall also be covered by this Security instrument. 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, appurteances, and fixtures now or hereafter a part of the property. All requirements and additons 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 seized 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.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall covenant and agree as follows:

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited great and general property title to the Property against all claims and demands, subject to any encumbrances of record, and will convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants that and now or hereafter a part of the property, All requirements and additons shall also be covered by this Security instrument. 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, appurteances, and fixtures now or hereafter a part of the property. All requirements and additons shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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 ceasing 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

DPS 1081

Form 3014 9/90

Initials: *MP*

DRILL 1011, page 3 of 6

UNOFFICIAL COPY

Form 3014 9/80
DPS 1082

Page 4 of 6

Form 6A (1) (10)

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

17. Effect without the conflicting provision. To the end the provisions of this Security Instrument and the Note are declared given effect without the conflicting provision. Such conflict shall not affect other provisions of this Security Instrument or the Note which can be

jurisdiction in which the Property is located. In the event that any provision of this Security Instrument or clause of the Note which can be conflicted with applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note shall be declared to be severable.

18. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the State in which the Note was executed.

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

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this

or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to

it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address

if by first class mail or by mailing it or by mailing prepayment charge under the Note.

20. Payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any

Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. Any sums already collected from Borrower which exceed permitted limits will be refunded to

to the permitted limit; and (b) any sums which exceed principal only to pay the charge to reduce the charge loan exceeded the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that law is finally interpreted so that the interest or other loan charges collected on it, to be collected in connection with the

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

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

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 Lender and any other Borrower may agree to extend, modify, renew or

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

paraphraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security

Instrument shall benefit the successors and assigns of Lender and Borrower, subject to the provisions of

12. Successors and Assigns; Joint and Several Liability; Co-signers. The covenants and agreements of this

exercise of any right or remedy.

successors in interest. Any notice by Lender in exercising any right or remedy shall not be a waiver of or preclude the

of the sums secured by this Security Instrument by Lender in case of any demand made by the original Borrower or Borrower's

compliance proceeding aagainst any successor in its or refusal to extend time for payment or otherwise modify amortization

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

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

be applied to the date of the monthly payment by Lender to the extent 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 principal shall not extend or

secured by this Security Instrument, whether or not them due.

Lender is authorized to collect and apply the proceeds, at its option, either to restore or repair of the Property or to the sums awarded or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given,

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

baking, unless Lender otherwise agrees in writing or unless applicable law otherwise provides, the proceeds shall be applied to the date of the baking, before the baking is less than the amount of the sums secured immediately before the

market value of the Property immediately before the baking is less than the fair market value of the Property in which the fair before the baking. Any balance shall be paid to Borrower. In the event of a partial baking of the Property in which the fair amount of the sums secured immediately before the baking, divided by (b) the fair market value of the Property immediately before the

this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total Security Instrument immediately before the baking, unless Borrower and Lender otherwise agree in writing, the sums secured by

market value of the Property immediately before the baking is equal to or greater than the amount of the sums secured by this

whether or not then due, with any excess paid to Borrower. In the event of a partial baking of the Property in which the fair

in the event of a total baking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, shall be paid to Lender.

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

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

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

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

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

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

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

UNOFFICIAL COPY

01696327

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.

UNOFFICIAL COPY

DPS 1084

Page 6 of 8

Notary Public, State of Illinois
KIRSTEN L. SMITH
"OFFICIAL SEAL"
My Commission Expires 12/29/09

My
Commission
Expires

Notary Public

1993

day of

Z

My
Commission
Expires

free and voluntary act, for the uses and purposes herein set forth,
we this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR
personally known to me to be the same persons whose names subscribed to the foregoing instrument, appeared before

PETER M. FULLER AND MARSHA M. FULLER, HUSBAND AND WIFE
county and state do hereby certify that

1. THE UNDERSIGNED, a Notary Public in and for said

STATE OF ILLINOIS, COOK

County ss:

Borrower

(Seal)

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.

- Adjustable Rate Rider
- Condominium Rider
- 1-A Family Rider
- Bi-weekly Payment Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) (Specify)

- V.A. Rider
- Balloon Rider
- Graduated Payment Rider

(Check applicable box(es))

With this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security
Instrument and supplement the covenants and agreements of each such rider shall be incorporated into and shall amend
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
the instrument.

01696327