AFTER RECORDING PLEASE MAIL TO:

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GN MORTGAGE CORPORATION 6700 PALLBROOK AVE., STE. 293 WEST HILLS, CA 91307

LOAN NO. 1740406

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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on

JULY 27, 1993

. The mortgagor is

STEVEN GOON, A BACHELOR NEVER PLAN MARRIED

("Borrower"). This Security Instrument is given to

ON MORTGAGE CORPORATION, A WISCONSIN CORPORATION

THE STATE OF MUSCONSIN which is organized and existing under the laws of address is 6700 FALLBROOK AVE., STE. 293, WEST HILLS A 91307

, and whose

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

ONE HUNDRED THOUSAND AND 00/190

Dollar (U.S. \$ 100000.00

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 01, 2023 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 descriped property located in COOK County, Illinois:

LOT 70 IN SUBDIVISION OF LOT "A" IN SMYKAL'S EDENCROFT SUBDIVISION, BEING SUBDIVISION OF THE WEST 1/2 OF LOTS 5, 6 AND 7 IN THE COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1955 AS DOCUMENT 16,167,842, AS CORRECTED AND AMENDED BY PLAT THEREOF RECORDED MAY 10, 1955 AS DOCUMENT 16,230,620, IN COOK COUNTY ILLINOIS. PIN# 05-32-202-069

WILMETTE

[Street, City].

which has the address of 2603 LAUREL LN

Illinois

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60091

("Property Address");

(Zio Code)

ILLINOIS - Single Family - Famile Mae/Freddie Mac UNIFORM INSTRUMENT

VMP MORTGAGE FORMS - (1) 11293-4100 - (800621-729)

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 with the provisions of paragraph S, 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 se rrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent 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 Foriower 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 of 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 waring, 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 sequisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leufer 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 menner 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.

Form 3014 9/90

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or herbafter 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 bo rover otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly proments 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 Fropirty 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 Institution 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. Eurower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statem out to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note inchaling, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Section Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Proventy, 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 covernats 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), the conder 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 pure graph 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 coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserves

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payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accurdance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Londer shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with 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 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 Porrower, 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 does

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

- 11. Borrower Not Released; Forbearance By Levider Not a Waiver. Extension of the time for payment or 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 sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall 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 Lender 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 Borrower's consent.
- 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 compectation with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to remove the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refur and 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 Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing 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.

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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.

If Borrower meets certain conditions, Borrower shall have the right to have 18. Borrower's Right to Reinstate. 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 structive as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17

The Note or a partial interest in the Note (together with this Security 19. Sale of Note; Charge of Loan Servicer. 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 Wiress 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. Borrov er thall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preciding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that me 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 flatmenable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formuldehyde, 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 folk ws:

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 a cyre 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 cums 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 to the security Instrument, Lender shall release this Security Instrument to the security Instrument to the security Instrument, Lender shall release this Security Instrument to the security Instrument, Lender shall release this Security Instrument to the security Instrument, Lender shall release this Security Instrument to the security Instrument, Lender shall release this Security Instrument to the security Instrument to the security Instrument to the security Instrument to the security Instrument, Lender shall release this Security Instrument to the security Instrument Instrument

without charge to Borrower. Borrower shall pay any recordation costs.

24. Riders to this Security Instrument. If one or a Security Instrument, the coverages and agreements of each the covenants and agreements of this Security Instrument at (Charles and inches here(a))	h such rider shall be incorpora	sted into and shall amend and supplement	
Graduated Payment Rider Balloon Rider Rate	ominium Rider ed Unit Development Rider Improvement Rider (s) [specify]	1-4 Family Rider Biweekly Payment Rider Second Home Rider	
BY SIGNING BELCW, Borrower accepts and agrees any rider(s) executed by Borrower and recorded with it. Witnesses:	to the terms and covenants co	ntained in this Security Instrument and in	
		(Seal) -Borroaver	
		(Seal) -Borrower	
·	Seal)	(Seel)	
STATE OF ILLINOIS,	rick County	-Borrower	
1. The Undersigned Steven Goon, A	, a Notary Public in and for sa Backelor	id county and state do heroby certify that	
subscribed to the foregoing instrument, appeared before me	, personally known to me this day in person, and acknow and voluntary act, for the use	to be the same person(s) whose name(s) whose name(s) whose that he are and purposes therein set forth.	
My Commission Expires:	Constance	Bl. Kwasinski	ころいと
This Instrument was prepared by:	OFFICH CONSTANC	AL SEAL }	CORC
4R(IL) 19109	TTTT \$ M€ COMM Spice	\$1.47 c. 07 (EUNOIS Form 3014-9790) 77 (45.67 G-11720:96) Wernermann	۲

BORROWER'S DECLARATION TO LENDER RIDER TO SECURITY INSTRUMENT

This BORROWER'S DECLARATION TO LENDER, RIDER TO SECURITY INSTRUMENT (this "Rider") is m	rade this
27TH day of JULY 1993 and is incorporated into and shall be deemed to amend and supplement the Mo	
Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (collectively, the "B	
to secure Borrower's Note (the "Note") to GN MORTGAGE CORPORATION (the	
of the same date and covering the Premises (as defined herein), as described in the Security Instrument, with reference to the	
facts:	

Lender has agreed to make and fund a loan (the "Loan") in the amount of \$\frac{10000.00}{10000.00}\$ to Borrower for the purpose of acquiring or refinancing that certain real estate improved with a 1 UNIT residential dwelling more particularly described as:

2603 LAUREL LN WILNETTE . 15 60091 (the "Premises").

Payment of the Note will be secured by the Security Instrument in favor of Lender and encumbering the Premises. In addition thereto, and as a condition to making and funding the Loan, Lender has required certain assurances from Borrower with respect to the truth and accuracy of certain factual matters and with respect to the purpose for which the Premises are to be acquired or refinanced.

Borrower acknowledges and understands that Lender will make and fund the Loan to Borrower in contemplation of the sale of the Loan to an investor (the "Investor"), and that as a condition precedent to any such sale of the Loan, Lender will typically be required to represent any, warrant to the Investor the truth and accuracy of the following matters, or to represent and warrant to the Investor other matters that we pend in turn upon the truth and accuracy of the following matters:

- 1. That at the date 2 nder sells the Loan to an Investor (which will typically occur within thirty days after the closing of the Loan) Borrower shall maintain the Premises as Borrower's personal and principal residence continuously beginning thirty days after the closing of the Loan and for a period of not less than six months thereafter.
- 2. If Borrower has presented to Lender documents that purport to be copies of all or pertinent parts of Borrower's federal or state income tax returns for one or more years, that Borrower's income, and all other pertinent figures set forth in such documents, were for the years shown in fact as set forth in such documents for such years, that such documents are in fact true and correct copies of the tax returns of which they purport to be copies and that such tax returns were the returns Borrower actually filed with Internal Revenue Service or the appropriate state to king authority, respectively.
- 3. If Borrower has presented to Lender any critications of deposit or any verifications of employment, that all of the information set forth in each of such verifications is true and accurate in every respect, that each such verification was in fact prepared, executed and delivered directly to Lender by an authorized officer, principal or agent of the person purported to have made such verification, and that Borrower did not in any manner collude with such officer, principal or agent in connection with such verification.
- 4. If Borrower has represented to Lender that Borrower has, or at the closing of the Loan will have, invested Borrower's cash in a minimum amount as a down payment for or other cash equity in the Premises, then Borrower actually shall have, at the date of closing of the Loan, invested Borrower's cash in an amount notices than such minimum amount as down payment for or other cash equity in the Premises. It is further warranted that Borrower shall not, prior to the Clesing of the Loan, have made or entered into any understanding or agreement for the financing or refinancing of a', or my part of Borrower's cash investment in the Premises.
- 5. If Borrower has presented to Lender a "gift letter" from any person, in why it such person represents that such person has made a gift of funds or any other things to Borrower, that Borrower has in fact received ruch gift from the signatory of the gift letter in the amount and on the date set forth in the gift letter, and that Borrower is not subject to any obligation whatsoever, whether legally enforceable or not, and whether express or implied, to repay all or any part of the gift or to do any other thing whatsoever in full or partial consideration for receipt of the gift
- 6. That every fact or representation set forth in Borrower's application to Lender or in any (x), s document, instruments or materials provided by Borrower to Lender in connection with or in support of such application was at the last delivered to Lender and at the closing of the Loan true, correct and complete in every respect and not misleading to Lender in any naterial repect.

With reference to the foregoing facts, and as a material consideration and inducement to Lender to make and fund the Loan, Borrower hereby represents, warrants and covenants as follows:

- A. That Borrower shall, on or before thirty days after the closing of the Loan, own and occupy the Premises as Borrower's personal and principal residence, and shall so own and occupy the Premises as Borrower's personal and principal residence continuously for the six month period beginning thirty days after the closing of the Loan.
- B. That each of the matters set forth in each of paragraphs 2, 3, 4, 5 and 6 above is and shall be and remain true, correct and complete.

15.6.

OC2001-1 (02/03/93)

Borrower acknowledges and understands that Lender will make and fund the Loan to Borrower only in reliance upon and in consideration of Borrower's representations, covenants and warranties herein set forth. Borrower further acknowledges and understandes that Lender intends to make and undertake specific obligations to the Investor in reliance on the representations. covenants and warranties of Borrower herein above set forth. Borrower further acknowledges and understands that Lender would not make and fund the Loan to Borrower and that the obligations to be made and undertaken by Lender to the Investor would not be made or undertaken but for Lender's reliance upon such representations, covenants and warranties of Borrower. Borrower further acknowledges and understands that in the event that any of Borrower's representations, covenants and warranties herein set forth shall prove false in any respect whatsoever, such event will materially adversely affect the marketability of the Loan to the Investor, and that Lender in making and funding the Loan is acting in reliance on the marketability of the Loan to the Investor to the extent established by the representations, warranties and covenants of Borrower herein set forth.

In reference to the foregoing, and as a material consideration and inducement to Lender to make and fund the Loan to Borrower, Borrower hereby covenants and agrees that in the event that any of Borrower's representations, warranties and covenants herein set forth shall be false in any respect whatsoever, Lender may, at its option, do either or both of the following: (a) recover from Borrower any loss or other damages it sustains by reason of loss of marketability of the Loan; or (b) without the necessity of notice to Borrower, elect to accelerate and declare immediately due and payable the entire principal balance of and all accrued and unraid interest on the Loan and the Note. Borrower hereby acknowledges and understands that in the event of any such acceleration, and provided Borrower air then to promptly fully pay and discharge the entire principal balance and all accrued and unpaid interest on the Loan and the Note, Jender may, in addition to such other remedies as may then be available to Lender, proceed to foreclose upon the Premises by judicial fore losure proceedings or private trustee's sale, or as may otherwise be provided by the Security Instrument or applicable law.

Borrower acknowledges; understands and agrees that Lender will rely upon Borrower's representations, warranties and covenants herein set forth specifically with regard to the marketability of the Loan for sale to the investor; and that Lender will be damaged by the falsehood of any of B v.ower's representations, warranties and covenants if such falsehood impairs the marketability of the Loan for sale to the Investor, without regard to whether the Loan is at any time or from time to time in default, and without regard to and separate and apart from any local sure or private trustee's sale of the Premises or whether Lender suffers any deficiency therefrom.

In the event that any part of this amount shall be held by any court to be unenforceable for any reason whatsoever, the part or parts so held to be unenforceable, to such extent as bis enforceable, and every other part not so held to be unenforceable, shall continue in full force and effect.

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parts so held to be unenforceable, to such extent as so is enforceable, and every other part not so held continue in full force and effect.	