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PREPARED BY AND MAIL TO:

LOAN # 7016310

93721070

MIDWEST MORTGAGE SERVICES, INC.
1901 SOUTH MEYERS ROAD, SUITE 300
OAKBROOK TERRACE, IL 60181

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security instrument") is given on SEPTEMBER 2nd, 1993

The mortgagor is

WILLIAM A. BOONE and
CHRISTINE E. BOONE, HUSBAND AND WIFE, AS JOINT TENANTS

DEFT-01 RECORDING \$31.00
T#1111 TRAM 2169 09/09/93 12:04:00
#6417 # 93-721070
COOK COUNTY RECORDER

("Borrower"). This Security Instrument is given to
THE FIRST NATIONAL BANK OF CHICAGO

which is organized and existing under the laws of THE UNITED STATES OF AMERICA , and whose address is 1200 OGDEN AVENUE

OWNERS GROVE, IL 60515 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED ONE THOUSAND TWO HUNDRED FIFTY & 00/100

Dollars (U.S. \$ 101,250.00).

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 OCTOBER 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 TAX ID #: 18-09-321-012-0000 VOL. 79 DUPAGE County, Illinois: LCT 25 IN BLOCK 7 STONE AND COMPANY'S FIFTH AVENUE MANOR A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 25 ACRES THEREOF) OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

93721070

3100
n

which has the address of 5347 S. CATHERINE
Illinois 60525

(Property Address):

COUNTRYSIDE

[Street, City],

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

200-6R(IL) (9105) 7016310

VVR MORTGAGE FORMS • (312) 233-8100 • (800) 521-7291

Page 1 of 6

Form 3014 3-90
Amended 5-91
VVR

CB

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Form 301 8/90

Page 2 of 8

NR(1) (100)

of the actions set forth above within 10 days of the giving of notice.

Security Instrument. Lender may file Borrower a notice indicating the loan, Borrower shall satisfy the loan or take one or more steps to correct the deficiency. If Lender determines that any part of the Property is subject to a lien which may affect over this instrument or the loan, or (c) secures from the holder of the loan an agreement satisfactory to Lender that Borrower shall pay priority over this instrument to prevent the loan being satisfied by, or demands against a deficiency of the loan in, legal proceedings which in the Lender's opinion operate to prevent the winding up of the payment of the amount secured by the loan in a manner incapable to Lender, (b) consents in good faith the loan Borrower shall promptly discharge any loan which has priority over this security instrument unless Borrower: (a) agrees in writing to the application secured by the affidavit in a manner incapable to Lender; (b) consents in writing to the giving of notice.

Borrower makes due payment discharge and prompty furnish to Lender reciting every payment due.

Person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the which may obtain priority over this Security Instrument and leasehold payments of ground rents, if any. Borrower shall pay these charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property held by Lender. To interest due; fourth, to principal due; and last, to any late charges due under the Note.

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 paid under paragraph 2;

Security Instrument.

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

monthly payments, at Lender's sole discretion.

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. In the event of any sum held by Lender is not sufficient to pay the deficiency in no more than twelve to Lender the amount necessary to make up the deficiency. Lender may so notify Borrower in writing, and, in such case Borrower shall pay Lender may agree in writing, however, that interest shall be paid on the Funds and the purpose for which each debt to the Funds was incurred to be paid, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without pay unless applicable laws otherwise. Unless an agreement is made or applicable law requires immediate payment with this loan, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Escrow firms, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow, if Lender is such an institution) or, if any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Lender, unless Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the escrow funds shall be held in an insured, whose deposits are insured by a federal agency, insurability, or safety (including otherwise in accordance with applicable law.

The Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or escrowed amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow items or amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may demand from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser marginage loan may require Lender to pay general Real Estate Settlement Procedures Act of 1974 as Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related provider may, in lieu of the payment of mortgage premiums. These items are called "Escrow items." Any monthly mortgage insurance premiums, if any; and (c) any sums payable by Borrower to Lender, in accordance with the 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 and associations which may affect priority over this Security Instrument as a lien on the sum ("Funds"). (g) yearly leasehold payments Lender on the day monthly payments due under the Note, until the Note is paid in full, a sum ("Funds").

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:

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.

Rent and convey the title to the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and

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

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

TOGETHER WITH all the improvements now or hereafter erected on the property, and all attachments, appurtelements, and fixtures now or hereafter a part of the property. All improvements and additons shall also be covered by this Security instrument.

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

11. Borrower Not Released; Forbearance By Lender 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 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 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.

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 advised by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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Form 3014 9/90

1901 SOUTH MICHIGAN AVENUE, SUITE 100
OAKBROOK TERRACE, IL 60181
MIDWEST MORTGAGE SERVICES, INC.

Page 6 of 8

JENNIFER PORTNER
RECORD AND RETURN TO:

MAIL FAX: 312-527-8278
FAX: 312-527-8278
NOTARY PUBLIC, STATE OF ILLINOIS
H. JAMES M. HUSON
AL.

This instrument was prepared by:

My Commission Expires:

Given under my hand and official seal, this 7th day of September, 1993
Signed and delivered the said instrument as free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
'personally known to me to be the same person(s) whose name(s)

WILLIAM A. BOONE, JR., DOB 10/20/62, RESIDENCE 1100 E. BLOOR, TORONTO, ONTARIO, CANADA,
a Notary Public in and for said county and state to hereby certify that

STATE OF ILLINOIS,

Christine Boone County ss:

Borrower
(Seal)

Borrower
(Seal)

CHRISTINE A. BOONE
WILLIAM A. BOONE
(Signature)
(Seal)

WILLIAM A. BOONE
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.
Witnesses:

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

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 and supplement
the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.