

PREPARED BY:  
JEANNINE DOYLE  
ROSEMONT, IL 60018

# UNOFFICIAL COPY

RECORD AND RETURN TO:

CENTENNIAL MORTGAGE COMPANY  
COLUMBIA CENTRE III-9525 W. BRYN MAWR  
ROSEMONT, ILLINOIS 60018

93845147

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 8, 1993 . The mortgagor is WILLIAM M. WETZEL, DIVORCED NOT SINCE REMARRIED

("Borrower"). This Security Instrument is given to CENTENNIAL MORTGAGE COMPANY

DEPT-01 RECORDING \$33.50  
T91111 TRAM 2847 10/20/93 16105100  
#8586 9 \* 93-245147  
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose address is COLUMBIA CENTRE III-9525 W. BRYN MAWR ROSEMONT, ILLINOIS 60018 ("Lender"). Borrower owes Lender the principal sum of SEVENTY THOUSAND AND 00/100 Dollars (U.S. \$ 70,000.00 ).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 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:

PARCEL 1: LOT 5 IN DEEKE SUBDIVISION, BEING A RESUBDIVISION OF PART OF HENRY JACOBS ADDITION TO BARTLETT, BEING A SUBDIVISION OF PART OF THE SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

93845147

06-34-401-020  
06-34-401-025

which has the address of 520 ONEIDA AVENUE, BARTLETT  
Illinois 60103 ("Property Address");  
Zip Code

Street, City ,

ILLINOIS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
VMP-6R(IL) 18101

VMP MORTGAGE FORMS - (312)283-6100 - 800/632-7291

PAGE 1 OF 8

DPS 1088  
Form 3014 9/90  
*[Signature]*

339  
T

# UNOFFICIAL COPY

160  
Form 3014 B/80  
DPS 1080

Page 2 of 9

Form 3014 B/80  
DPS 1080

more of the sections set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall notify the lessor or this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may affect any other instrument of the lien to be recorded, Lender shall notify the holder of the lien in writing to Lender and Borrower shall jointly enter into a further agreement of the lien in, legal proceedings which in the lender's opinion appears to prevent the by, or defeats any claim or interest of the lessor in, a manner acceptable to Lender; (b) contains in good faith the loan written to the payment of the obligation secured by the lien in a manner acceptable to Lender; (c) contains in good faith the loan written to the payment of the priority over this Security Instrument unless Borrower: (a) agrees in

Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender notices of amounts to be paid under this paragraph, to the person owed payment. Borrower shall notify the holder of the instrument 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 affect over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay them on time directly

4. Charges: Lender, Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

3. Application of Payments. Unless applicable law provides otherwise, all payments made by Lender under paragraph 2;

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 in the amount of application or sale of the Property, Lender prior to the disposition of such of the Property, shall apply any Funds held by Lender in the time of application or sale as a credit against the sum secured by

twelve 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 time is not sufficient to pay the Escrow items when due, Lender may notify Borrower in writing, and, in which case Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender is any

depth to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security instrument.

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower, applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds without charge, an annual accounting of the Funds, showing, credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, unless applicable law permits otherwise, unless an agreement is made or 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 varying the Escrow items, unless Lender pays Borrower interest on the Funds and applying the escrow account, or

Escrow items, Lender may not charge Borrower for building and applying the Funds, unusually applying the escrow account, or including Lender is subject to any Federal Home Loan Bank, Lender shall apply the Funds to pay the (including Lender, if Lender is sure to institution whose depositors are insured by a federal agency, insurability, or safety

The Funds shall be held in an institution whose depositors are insured by a federal agency, insurability, or safety

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable belief as to future Lender may estimate the amount of money, at any time, collect and hold Funds in an amount not to exceed the lesser amount, sets a lesser amount, if no Lender may, at any time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law shall applies to the Funds 1974 as amended from time to time, unless Lender is 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 the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," if any: (e) early mortgage hazard or property insurance premiums, if any; (f) any sums payable by Borrower to Lender, in accordance with or ground rents on the Property, if any; (g) early hazard or property insurance premiums; (d) early flood insurance premiums,

and assessments which may affect over this Security Instrument as a lien on the Property; (h) early leasehold payments and assessments which may affect the Note, until the Note is paid in full, a sum ("Funds"), for: (a) early taxes under on the day monthly payments are due under the Note, 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:

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

THIS SECURITY INSTRUMENT combines uniform covenant instruments for national use and non-uniform covenants with limited

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

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

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. All improvements and additions shall also be covered by this security

# UNOFFICIAL COPY

**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 causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve

DPS 1081

Form 3014 9/80

# UNOFFICIAL COPY

Form 3014 9/90  
DPS 1082

Page 4 of 4

Form 3014 9/90  
DPS 1082

15. **Governing Law; Severability.** This Security Instrument shall be governed by the law of the state in which the Property is located. In the event that any provision of this Security Instrument or clause of this Note can be construed to conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflict. To this end the provisions of this Security Instrument shall be deemed to be severable from the Note if any provision of this Security Instrument is held invalid or unenforceable.

16. **Borrower's Copy.** Borrower shall be given one conforming copy of this Note and of this Security Instrument, to be severable.

17. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery of a written notice addressed to Borrower at his address set forth in this Note, or by certified mail, return receipt requested, to the address of Borrower set forth in this Note, or by telegraph, telex or facsimile, or by any other method of delivery reasonably calculated to reach Borrower. Any notice to Lender shall be given by first class mail to the address set forth in this Note, or by certified mail, return receipt requested, to the address set forth in this Note, or by telegraph, telex or facsimile, or by any other method of delivery reasonably calculated to reach Lender.

18. **Waiver of Jury Trial.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

19. **Waiver of Statute of Limitations.** Any provision in this Security Instrument waiving the statute of limitations for any cause of action arising out of or relating to this Note or the Security Instrument shall be interpreted to mean that the parties waive the defense of the statute of limitations.

20. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

21. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

22. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

23. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

24. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

25. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

26. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

27. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

28. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

29. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

30. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

31. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

32. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

33. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

34. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

35. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

36. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

37. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

38. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

39. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

40. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

41. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

42. **Waiver of Right to Trial by Jury.** Any provision in this Security Instrument waiving trial by jury shall be interpreted to mean that the parties waive their right to trial by jury in any action, suit or proceeding relating to this Note or the Security Instrument.

# UNOFFICIAL COPY

**17. Transfer of the Property from 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 1094

Form 301A 9/80

Page 6 of 6

4/21/11 301A/21/01

This instrument was prepared by:

My Commission Lawyer:

(Given under my hand and official seal, this 8 day of October 1988)

Subscribed and delivered the said instrument as HIS/HER 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 AGHE

personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY ss:

I, WILLIAM M. WETZEL, DIVORCED NOT SINCE REMARRIED, Notary Public in and for said county and state do hereby certify

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

WILLIAM M. WETZEL

(Signature)

Witnessed:

In any rider(s) executed by Borrower and recorded with it,

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and

- (Check applicable box(es))
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the coverings and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.
- The coverings and agreements of each such rider shall be incorporated into and shall remain and supplement the coverings and agreements of this Security Instrument.
- Check applicable box(es):
- Adjustable Rate Rider  
 1-4 Family Rider  
 Condominium Rider  
 Graduate Payment Rider  
 Biweekly Payment Rider  
 Planed Unit Development Rider  
 Balloon Rider  
 V.A. Rider  
 Other(s) (Specify)

32845147

# UNOFFICIAL COPY

## RIDER - LEGAL DESCRIPTION

PARCEL 1: LOT 5 IN DEEKE SUBDIVISION, BEING A RESUBDIVISION OF PART OF HENRY JACOBS ADDITION TO BARTLETT, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BARTLETT, COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOT 15 IN BLOCK 2 IN HENRY JACOBS ADDITION TO BARTLETT, A SUBDIVISION OF THAT PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTH OF THE CHICAGO AND PACIFIC RAILROAD ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDERS OFFICE ON MAY 26, 1876 AS DOCUMENT NUMBER 87546 IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 15; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 5.0 FEET; THENCE NORTHERLY TO A POINT ON THE NORTH LINE OF SAID LOT THAT IS 15.0 FEET EASTERLY OF (AS MEASURED ALONG SAID NORTH LINE) THE NORTHWESTERLY CORNER OF SAID LOT THENCE WESTERLY ALONG SAID NORTH LINE 15.0 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT TO THE PLACE OF BEGINNING, IN THE VILLAGE OF BARTLETT, COOK COUNTY, ILLINOIS.

93845147

06-34-401-020  
06-34-401-025

DPS 049

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office