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To Order Call: 1-800-330-8383 FAX 615-781-1111

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**5. Hard 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

Property which may still priority over this Security Instrument, and leasehold payments of ground rents if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person named in paragraph 2, or to the person to whom they may then be payable. Borrower shall make these payments directly to 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 records evidencing the payments.

**3. Application of Raymetrix.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to any principal due; and last, to any late charges due under this Note.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any funds held by Lender, Jr. under paragraph 21, Lender shall acquire or sell the Property Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the 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 held by Lender under the terms of this Agreement.

The Funds shall be held in an account which is such as, in the opinion of the Board of Directors, will apply for all sums received by this Security instrument and the purpose for which each deposit is made. The Funds are pledged as additional security for all sums and the purpose for which each deposit is made. The Funds are pledged as additional security for all sums received by this Security instrument.

amount not to exceed the lesser amount Lender may estimate the amount of Funds due on the basis of current data and

10 Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Tunis") for: (a) yearly leaseshold payments which may accrue prior to or from on the Property, if any; (b) yearly leaseshold instruments or records 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 8, in lieu of the payment of mortgage insurance premiums. These items are called "Tunis." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender is entitled to receive under Section 8, except as otherwise provided in this Agreement.

1. Payment of Principal and Interest: Repayment shall promptly pay when due the principal of and interest on the debt evidenced by the Note and my preplayment and late charges due under the Note.

UNIFORM COVENANTS, BOTTOWER AND LENDELL COVENANT AND DECREES AS FOLLOWS:

THIS SECURITY INSTRUMENT combines uniform covenants for habitual use and non-uniform covenants with limited variations by which it is conditioned to constitute a uniform security instrument covering real property.

Borrower, Plaintiff and co-owner of the Property and that the Property is unencumbered, except for encumbrances of record.

DOES THIS WITHIN THE MEANING OF THE PROVISIONS NOW OF REASONABLE PRICE RECEIVED ON THE PROPERTY, AND ALL EXEMPTIONS, APPURTENANCES, AND EXCLUSIONS NOW OR HEREBEFORE A PART OF THE PROPERTY. ALL REIMBACMENTS AND ADDITIONS SHALL ALSO BE COVERED BY THIS SECURITY INSTRUMENT. ALL OF THE FOREGOING IS REFERRED TO IN THIS SECURITY INSTRUMENT AS THE "PROPERTY".

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any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and 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.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as

ITEM 187814 (9202)

Form 3014 9/90 (page 4 of 6 pages)

Great Lakes Business Forms, Inc. ■

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ITEM 1A7613 (9202) *[Handwritten signature]*

For compensation purposes, I file the proceeds of any award or claim for damages, direct or consequential, in conjunction with

Form 3D14-9/90 (page 3 of 6 pages)

General Business Form, Inc.  
P.O. Box 5333 • DFW 611-1131  
Dallas, Texas 75222-5333

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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 property, Lender may do and pay for what ever is necessary to protect the value of the property and Lender's rights in it, including in bankruptcy, probate, for condemnation or for failure of or to enforce laws or regulations, any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this security instrument. Lender does not have to do so.

8. Mortgage Insurance. If Lender requires mortgage insurance as a condition of insuring the loan secured by this security instrument to obtain coverage equivalent to the premium required to maintain insurance coverage by Lender will accept use and retain these payments as a loss reserve in lieu of mortgage insurance. Lender will pay the premium required to insure the property in accordance with the terms of the mortgage insurance policy provided by Lender, if minimum coverage in effect at the time of the original mortgage application is less than the amount paid by Borrower who has agreed to provide a loss reserve until the requirement for mortgage insurance ends in accordance with any written agreement or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with the law.

9. Lender or its agent may make reasonable collection efforts or sue under Lender's or Borrower's name in any court, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with the law.

for the periods that Lender may apply, The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the property in accordance with paragraph 7.

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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 substance: 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.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

RECORDED BY [REDACTED] ON [REDACTED] AT [REDACTED] IN THE [REDACTED] COUNTY OF [REDACTED]

IN THE STATE OF [REDACTED] FOR THE RECORDATION FEE OF [REDACTED] DOLLARS (\$[REDACTED])

RECORDED IN THE OFFICE OF THE CLERK OF [REDACTED] COUNTY, MICHIGAN, ON [REDACTED]

AT [REDACTED] IN THE STATE OF [REDACTED] FOR THE RECORDATION FEE OF [REDACTED] DOLLARS (\$[REDACTED])

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RECORDED IN THE OFFICE OF THE CLERK OF [REDACTED] COUNTY, MICHIGAN, ON [REDACTED]

AT [REDACTED] IN THE STATE OF [REDACTED] FOR THE RECORDATION FEE OF [REDACTED] DOLLARS (\$[REDACTED])

RECORDED IN THE OFFICE OF THE CLERK OF [REDACTED] COUNTY, MICHIGAN, ON [REDACTED]

AT [REDACTED] IN THE STATE OF [REDACTED] FOR THE RECORDATION FEE OF [REDACTED] DOLLARS (\$[REDACTED])

RECORDED IN THE OFFICE OF THE CLERK OF [REDACTED] COUNTY, MICHIGAN, ON [REDACTED]

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RECORDED IN THE OFFICE OF THE CLERK OF [REDACTED] COUNTY, MICHIGAN, ON [REDACTED]

AT [REDACTED] IN THE STATE OF [REDACTED] FOR THE RECORDATION FEE OF [REDACT





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**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 007462378 D2

STREET ADDRESS: 809 OAKTON

CITY: ARLINGTON HEIGHTS

COUNTY: COOK

TAX NUMBER: 03-29-201-015-0000

**LEGAL DESCRIPTION:**

LOT 30 IN BLOCK 2 IN CHARLES W. JAMES' SUBDIVISION OF LOTS 1 TO 5 AND 7 AND 8 IN BLOCK 1 AND  
LOTS 1 TO 8 IN BLOCK 2 IN ARLINGTON FARMS, A SUBDIVISION OF THE EAST 60 ACRES OF THE WEST  
1/2 AND THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

93908765

**UNOFFICIAL COPY**



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RECORDED