

UNOFFICIAL COPY

AFTER RECORDING MAIL TO:

GLENVIEW STATE BANK
800 WAUKEGAN ROAD
GLENVIEW, IL 60025

DEPT-11 REC'DND-F

\$31.00

105555 TRAN 5207 11/16/93 10:30:00

93928970 105554 11-218-928970
COOK COUNTY RECORDER

LOAN NO. 3019034

[Space Above This Line For Recording Date]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on NOVEMBER 10, 1993 by JUDITH NASH AND PHILLIP NASH, MARRIED TO EACH OTHER

This Security Instrument is given to GLENVIEW STATE BANK, ("Borrower").

which is organized and existing under the laws of THE STATE OF ILLINOIS 800 WAUKEGAN ROAD, GLENVIEW, IL 60025 ("Lender").

Borrower owes Lender the principal sum of FORTY SEVEN THOUSAND TWO HUNDRED DOLLARS AND NO/100 Dollars (U.S. \$47,200.00). 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 DECEMBER 1, 2008. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in COOK County, Illinois:

THE SOUTH 73.60 FEET OF LOT 10 (AS MEASURED ALONG THE EAST LINS THEREOF; THE NORTH LINE OF SAID TRACT TAKEN AT RIGHT ANGLES TO THE EAST LINE SAID LOT 10) IN CHESTERFIELD NILES RESUBDIVISION UNIT ONE OF PART OF FIRST ADDITION TO DEMPSTER-WAUKEGAN ROAD SUBDIVISION IN THE NORTH WEST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT OF SAID CHESTERFIELD NILES RESUBDIVISION UNIT ONE REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON NOVEMBER 15, 1960 AS DOCUMENT 1952199, IN COOK COUNTY, ILLINOIS.

PIN #10-19-128-032

93928970

which has the address of

Illinois 60714
(Zip Code)

8725 SHERMER
(Street)

("Property Address");

NILES
(City)

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to no encumbrances of record.

BOX 343

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Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, under my, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, to the periods that Lender requires. The insurance carrier provides the insurance chosen by Borrower unless for the period of flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and including floods or flooding, Borrows shall keep the insurance coverage extended on the property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards.

5. Hazard or Property Insurance. Borrower shall keep the insurance coverage now existing or hereafter created on the property subject to the lease or take one or more of the actions set forth above within 10 days of the giving of notice, a loan which may affect this Security instrument, Lender may give Borrower a notice indicating the intent to pre-empt the lease to this Security instrument, if Lender determines that any part of the Property is subject to flooding the lease to the Lender to the extent of the pre-emption set forth below to operate to prevent the enforcement of the lease, or (c) occurs from the holder of the lease an agreement substantially to good faith the lease by, or defends against enforcement of the lease in, legal proceedings within 10 days of notice, agrees in writing to the payment to the obligee over this Security instrument unless Borrower: (a)

Lender receives evidence of the payment made by the lessee in the amount received by the Lender in accordance with the lease by, or defends against enforcement of the lease in, legal proceedings within 10 days of notice, or (b) contains in

Borrower shall promptly discontinue any lease which has priority over this Security instrument unless Borrower: (a) pays him on time directly to the person owed payment, or (b) pays him promptly to Lender to the amount paid by the lessee to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly return to Lender all notices of

Property which may affect this Security instrument, and Lender may give Borrower a notice of any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions, a liability to Lender resulting from the payment of the obligation over this Security instrument unless Borrower:

under paragraph 2; third, to incurred debt; fourth, to principal due; and last, to any late charge 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 charge due under the Note; second, to amounts payable upon payment in full of all sums received by this Security instrument; third, to credit available; then

or sale of the Property, until apply any funds held by Lender at the time of receipt of the Note, prior to the application held by Lender. If, under paragraph 2, Lender still acquires or sells the Property, Lender may so notify Borrower prior to the application held by Lender to the extent of the excess funds in his account to the lessee of the lessee Security instrument to pay the lessee's expenses when due, Lender may so notify Borrower in writing, by Lender at any time in not sufficient to pay the lessee's expenses on the lessee. Borrower and Lender may agree in writing, however, up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

If the funds held by Lender exceed the amounts received by the lessee Security instrument, Lender shall account to Lender for the excess funds in accordance with the applicable law, Lender shall account to Lender for the amounts received by this Security instrument, until such time as the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

4. Credit Availability. Funds are pledged as additional security for all sums secured by this Security instrument.

Funds, showing credits and debits to the Funds and its purpose for which each debit to the Funds was made. The funds, including those held on the funds, Lender shall be paid on the funds, Lender may require Borrower to pay a one-time charge for an amount accounting of the funds required to pay Borrower any interest or amounts on the funds. Borrower and Lender may agree in writing, however, to provide otherwise. Unless an agreement is made or applicable law requires to be paid, Lender shall not be liable for tax reporting costs to be paid by Lender in connection with this loan, unless applicable law mandates such a charge. However, Lender may require Borrower to pay a one-time charge for an

accrual account, or verifying the funds, unless Lender pays Borrower for holding and applying the funds, annually analyzing the pay the lessee, Lender may not utilize Borrower for holding and applying the funds, unless Lender holds funds to be held by Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall account to Lender for the funds (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall account to Lender for the funds held by Lender to the extent of the applicable law.

The funds shall be held by Lender in an institution whose deposits are insured by a federal agency, instrumentality, or entity applying law.

unless funds held by Lender to exceed the current date and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with basis of current date and reasonable estimates of expenditures of future Escrow items or otherwise in accordance with and hold funds in an amount of funds due on the funds another law that applies to the funds sets a lesser amount. If so, Lender may, at any time, collect see, ("RESPA"), unless another law for a federally related mortgage loan may require for Borrower's account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. 2608 et seq., ("RESPA"), unless another law that applies to the funds sets a lesser amount. Lender may, at any time, collect exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's account premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold funds in an amount not to Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.

Borrower to Lender, in accordance with the provisions of paragraph 8, if any; and (d) any sums payable by clearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by yearly taxes and assessments which may affect this Security instrument as a lien on the Property; (g) yearly leasehold payments on the Property, if any; (h) yearly hazard or property insurance premiums; (d)

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) the 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

UNIFORM COVENANTS, Borrower and Lender co-sign 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.

The principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the

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

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INSTRUCTIONS-SINGLE FAMILY-FRONT PAGE OF THE MORTGAGE INSTRUMENT
IS/C/MDTLL/0419/301A(9-90)-L

16. Borrower's Copy. Borrower shall be given one conforming 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 beneficiary 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 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.

18. 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 of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note.

19. Borrower's Responsibility. This Security Instrument shall be governed by federal law and the law of the state declared to be severable.

20. Notice. Any notice to Borrower provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given first class mail to Lender's address stated herein or by other address Lender designates by notice to Borrower. Any property Addressees or any other addressees Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless a applicable law requires use of another method. The notice shall be circled to the notices.

21. Principal Owed Under the Note or by Making a Direct Payment to Borrower. If a refund reduces principal, the reduction exceeded limitations will be refunded to the borrower which necessarily to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed a partial prepayment without any prepayment charge under the Note.

22. Excess Amount. If the loan exceeds the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed a partial prepayment without any prepayment charge under the Note.

23. 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 exceeds the permitted limits, then: (a) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed a partial prepayment without any prepayment charge under the Note.

24. Borrower's Right to Extend, Modify, Forbear or Make Any Accommodation, With regard to the terms of this Security Instrument or the Note without Lender's consent.

25. Borrower's Obligation to Pay the Summs Secured by this Security Instrument; and (d) agrees that Lender will not be liable to pay the summs secured by this Security Instrument if he fails to make any other arrangements to cover his obligations.

26. Successors and Assigns Bound; Joint and Several Liability; Cof-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 is co-signing this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to co-sign this Security Instrument; (b) is not bound and cannot be liable for the summs secured by this Security Instrument; and (c) agrees that Lender will not be liable to pay the summs secured by this Security Instrument if he fails to make any other arrangements to cover his obligations.

27. Successors and Assigns. Lender shall not be required to collect and sue on account of any sums due under the Note or by the original Borrower or any other Borrower who is co-signing this Security Instrument if he fails to make any other arrangements to cover his obligations.

28. Mortgatation of Amortization of the Summs Secured 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 for payment of the principal amount of the note or by the original Borrower or Borrower's successors in interest.

29. Non-Release of Lender Not a Holder. Extension of the time for payment of any summs due under the Note or by the original Borrower or Borrower's successors in interest.

30. Possession of the Note. Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or otherwise interfere with the payment of the note due.

If the property of the Note is abandoned by Borrower, or if, after notice by Lender to Borrower within the condemnation offer to the same, is secured by this Security Instrument, whether or not then due, unless otherwise provided by law otherwise provided, the proceeds shall be applied to the summs secured by this Security Instrument or the amount of the summs secured by the fair market value of the taking, unless Borrower and Lender otherwise agree in writing or taking of the property in which the fair market value of the property immediately before the taking is less than the amount of the summs secured by the fair market value before the taking, unless Borrower fails to respond to Lender within 30 days after the date the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the unique award of service a claim for damages, Borrower shall be liable to Lender for the amount of the note then due.

In the event of a total taking of the property, the proceeds shall be applied to the summs due.

unless otherwise provided by law otherwise provided, the proceeds shall be applied to the summs secured by this Security Instrument or the amount of the summs secured by the fair market value before the taking, unless Borrower and Lender otherwise agree in writing or taking of the property in which the fair market value of the property immediately before the taking is less than the amount of the summs secured by the fair market value before the taking, unless Borrower fails to respond to Lender within 30 days after the date the note is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the unique award of service a claim for damages, Borrower shall be liable to Lender for the amount of the note then due.

In the event of a total taking of the property, the proceeds shall be applied to the summs secured by this Security Instrument or the amount of the note 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 summs secured by this Security Instrument, whether or not the note then due.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the property, or for conveyance in lieu of condemnation, are hereby given to Lender or the agent may make reasonable entries upon and inspectio

9. Inspection. Lender or the agent may make reasonable entries upon and inspectio

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LOAN NO. 3019034

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.

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FORM 3014-970

ILLINOIS-SINGLE FAMILY-FAMILY INFORMATIVE INSTRUMENT
IS/CMDTIL/0491/3014(9-90)-L

Page 1 of 6

My Commission Expires 2/13/98
Notary Public, State of Illinois
Kathleen L. Garry
"OFFICIAL SEAL"

This instrument was prepared by: Sherriles Wright

My Commission expires:

Notary Public

Kathleen L. Garry

10/26/97

10/26/97

Given under my hand and official seal, this 10th day of November 1997
free and voluntary act, for the uses and purposes herein set out.
before me this day in person, and acknowledged that they signed and delivered the said instrument as
personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared
to be in

JUDITH NASH AND PHILLIP NASH, MARRIED TO EACH OTHER
I, the undersigned, a Notary Public in and for said county do hereby certify that

STATE OF ILLINOIS,

County: Cook

(Space Below This Line For Acknowledgment)

Social Security Number _____

Social Security Number _____

(Signature)

Social Security Number 333-36-3675

JUDITH NASH

843 CLIP NASH

(Signature)

Social Security Number 339-36-9928

JUDITH NASH

843 CLIP NASH

(Signature)

Witnesses:

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security
Instrument and in any rider(s) executed by Borrower and recorded with it.

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rider
- Graduate Payment Rider
- Biweekly Payment Rider
- Planified Unit Development Rider
- Rate Improvement Rider
- Second Home Rider
- Other(s) [Specify]

Security Instrument. [Check applicable box(es)]
amend and supplement the covenants and agreements of this Security Instrument if the rider(s) were a part of this
with this Security Instrument, the covenants of each such rider shall be incorporated into and shall
24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together
LOAN NO. 30149034