

PREPARED BY:
BOB KALVAITIS
CRYSTAL LAKE, IL 60014

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RECORD AND RETURN TO:

BEACON MORTGAGE AND FINANCIAL SERVICES, INC.
31 EAST CRYSTAL LAKE AVENUE
CRYSTAL LAKE, ILLINOIS 60014

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JANUARY 15, 1993
RONALD J. THOMAS
AND ANDREA JILL DYBUS-THOMAS, HUSBAND AND WIFE

The mortgagor is

("Borrower"). This Security Instrument is given to
BEACON MORTGAGE AND FINANCIAL SERVICES, INC.

DEPT-01 RECORDING \$33.50
T#6666 TRAN 6835 02/03/93 13:25:00
\$2018 # *-23-087664
COOK COUNTY RECORDER

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 31 EAST CRYSTAL LAKE AVENUE
CRYSTAL LAKE, ILLINOIS 60014
EIGHTY NINE THOUSAND
AND 00/100

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

Dollars (U.S. \$ 89,000.00).

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 FEBRUARY 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:

LOT 5 IN BLOCK 5, IN OAKTON MANOR FIRST ADDITION, BEING A SUBDIVISION
OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

TAX NO. 09-24-327-046

93087664

which has the address of 8222 NORTH WISNER, NILES
Illinois 60714-2439
Zip Code

Street, City ,

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

LSMP-6R(IL) 10101

VMP MORTGAGE FORMS - 12131293-8100 - 1800/621-7291

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Form 3014 8/90

100-1000-1000-1000

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WMA  APRIL 1970

more of the actions 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 satisfy the lien or take one of this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over any other part of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender satisfying the lien to payment of the lien, or (d) secures from the holder of the lien in, legal proceedings which in the Lender's opinion operate to prevent the by, or demands against the lien in a manner acceptable to Lender; (b) consents in good faith the lien according to the payment of the obligation secured by the lien in a manner acceptable to Lender; (ii) agrees in borrowing shall provide any lien which has priority over this Security instrument unless Borrower:

If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. If the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. These obligations in the manner provided in paragraph 2, or if not paid in due manner, Borrower shall pay them on time directly which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower shall pay 4. (Chattel Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attachable to the Property third, to interests 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 paragraph 2, and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2;

this Security instrument. Funds held by Lender at the time of acquisition of same is credited against the sums secured by of the Property, shall apply any funds held by Lender or sell the Property, Lender, prior to the acquisition of same Funds held by Lender, if, under paragraph 2, Lender shall acquire or sell the Property, Lender shall promptly refund to Borrower any upon payment in full of all sums secured by this Security instrument, Lender shall account to Borrower any twelve monthly payments, at Lender's sole discretion.

shall pay to Lender the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than time is not sufficient to pay the Escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower for the excess funds in accordance with the requirements of applicable law, if the amount of the funds held by Lender in any for the funds held by Lender to apply the Escrow items, unless application is made or

debt 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 and debts to the funds and the purpose for which each application of funds 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 used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or charge. Escrow items, unless Lender pays Borrower interest on the funds and applicable law permits Lender to make such verifying the Escrow items, unless Lender may not charge Borrower for holding and applying the escrow account, or escrow items. Lender is liable to pay the escrow items, unless Lender is liable to pay any Federal Home Loan Bank. Lender shall apply the funds to pay the including Lender, if Lender is liable to pay the escrow items, unless Lender is liable to pay the funds to pay the funds to pay the funds or otherwise in accordance with this Security instrument.

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

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 estimates of expenditures of future sets a lesser amount, so, Lender may, at any time, collect and hold funds in an amount not to exceed the lesser amount

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the funds related mortgage loans may require for Borrower's 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) ready mortgage insurance premiums, if any); and (c) any sums payable by Borrower to Lender, in accordance with

or ground rents on the property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

and assessments which may attain priority over this Security instrument as a lien on the Property; (b) yearly leasehold payments and assessments which may attain priority over this Security instrument as a lien on the Property; (c) yearly taxes

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

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 Lender covenant and agree as follows:

(1) FORM OF COVENANTS. Borrower and Lender covenant and agree as follows:

variations by Lender to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform covenants 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.

grants and conveys the Property is unencumbered, except for encumbrances of record, Borrower waives

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

lascivious, 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 easements, appurtelements, and

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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 16, 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 1891
Form 3014 \$100

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Form 3014
DPS 1082

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

To beaverable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void in which the Property is located, in the event that any provision or clause of this Security Instrument or the Note which fails to be applicable law, such conflict shall not affect other provisions of this Security Instrument and the Note.

15. Governing Law. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located.

Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Lender's address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to any other address unless applicable law requires use of another method. The notice shall be directed to the Property Address if by first class mail unless otherwise provided for in this Security Instrument it is delivered by deliverying it to the mailing address.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by mailing

prepayment charge under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any payment to Borrower. If a refund results by reducing the principal owed under the Note or by making a direct payment, Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Lender. Any sums already collected from Borrower which exceed principal paid times will be retained to the permitted limit and (b) any such loan charge shall be reduced by the amount necessary to reduce the charge loan given to the permitted limit, that: (a) any such loan charges collected or to be collected in connection with the loan given to Lender is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan given to Lender is subject to a loan which each maximum loan charge,

17. Loan Charge. If the loan secured by this Security Instrument is subject to a loan which each maximum

make any accommodations with regard to the terms of this Security Instrument or to a note without that Borrower's consent.

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, forfeit or terminate but does not execute the Note; (d) co-signs this Security Instrument only to mortgage, grant and convey this Security Instrument but does not extend the interest or other loan charges collected or to be collected in connection with the loan given to Lender. Borrower's coverages and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this paragraph.

18. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this

Security Instrument shall be enforceable in equity or remedy.

19. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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 forfeiture in excessing any right of remedy shall not be a waiver of or preclude the exercise of any right or remedy.

20. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

21. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

22. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

23. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

24. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

25. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

26. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

27. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

28. Borrower Not Released; Forfeiture By Lender Note or Waiver. Extension of the time for payment of modicagm of the due date of the modulus payments referred to in paragraphs 1 and 2 of change the amount of such payments. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or commence proceedings against any successor in title or of the original Borrower 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.

29. Inspection. Lender or its agent may make reasonable entries upon and inspectioins of the Property. Lender shall give notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

30. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

31. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

32. Condemnation. The proceeds of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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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 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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NOTARY PUBLIC

149 P.M. STATE OF ILLINOIS

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DPS 1094

JAN. TENNS

NOTARY PUBLIC

My Commission Expires:

Given under my hand and official seal, this 15 day of

free and voluntary act, for the uses and purposes herein set forth.

We this day in person, and acknowledge that THEY signed and delivered the said instrument as THEIR personally known to me to be the same persons(s) whose names(s) subscribed to the foregoing instrument, appeared before

RONALD J. THOMAS AND ANDREA JILL DYBES-THOMAS, HUSBAND AND WIFE

County and state do hereby certify that

STATE OF ILLINOIS, COOK

County ss:

a Notary public in and for said

BORROWER

(Seal)

Witness

ANDREA JILL DYBES-THOMAS

Witness

RONALD J. THOMAS

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.

- | | | | | | | | | |
|--|--|---|---|--|---|---|--|-------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Planed Unit Development Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Other(s) (Specify) | <input type="checkbox"/> balloon Rider | <input type="checkbox"/> V.A. Rider |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

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

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RIDER - LEGAL DESCRIPTION

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LOT 5 IN BLOCK 5, IN OAKTON MANOR FIRST ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT; BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24, SAID POINT BEING 166.65 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, THENCE WEST ALONG SAID NORTH LINE 333.30 FEET, THENCE SOUTH IN A STRAIGHT LINE 1325.80 FEET MORE OR LESS TO A POINT IN THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, THENCE EAST ALONG SAID SOUTH LINE 333.27 FEET TO A POINT, SAID POINT BEING 166.63 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 24, THENCE NORTH IN A STRAIGHT LINE 1326.20 FEET MORE OR LESS TO THE POINT OF BEGINNING, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, AS DOCUMENT NUMBER 1436658, IN COOK COUNTY, ILLINOIS.

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