Recording Requested by ALCOPY
and When Recorded Return to ALCOPY
SHEARSON LEHMAN HUTTON MORTGAGE CORPORATION
TOWER II, 1701 GOLF ROAD, SUITE 407
ROLLING MEADOWS, IL 60008

Attn: PROCERFINA JAVIER

Space Above This Line For Recording Data	27
MORTGAGE	Loai: Number <u>8846065</u>
THIS MORTGAGE ("Security Instrument") is given on	USBAND AND WIFE (Borrower) BATION which is \$ 4889 HALLMARK PARKWAY Cone Hundred Thirty Five this evidenced by Borrower's note ments, with the full debt, if not his Security Instrument secures to the extensions and modifications of the protect the security of under this Security Instrument Lender the following described

THE NORTH 80 FEET OF THE SOUP: 160 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF LOT 5 IN BLOCK 1 IN FREDERICK BEATLETT'S MAPLEWOOD PARK, BEING A SUBDIVISION OF LOTS: 3 AND 4 AND LOT 2 (EXCEPT THE LAST 2 RODS THEREOF) ALL IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY. FILINOIS.

PIN: 24-16-200-019

CODE COUNTY ILLINOIS

93 AFR -7 PH 12: 27

!HOIS JRD 93255269

which has the address of10412 LINUS AVENUE	
[Street]	[City]
Minois	("Property Address");

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 seised 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 any encumbrances of record.

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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT PA5046iL (10/92) ILQ1 (11/92)

Form 3014 9/90 (page 1 of 4 pages)

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JNOFFICIAL CO

UNIFORM COVENANTS. Borrower and Lander covenant and agree as follows

1. Payment of Principal and Interest; Prepayment and Late Charges. Bostower shall promptly pay when due the principal of and interest on the dept evidenced by the Note and any prepayment and late charges due under the

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall Z. FURGETOF TAXES BRIG ITISUFFIRE. Subject to applicable law or to a written waiver by Lender, borrower at pay to 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 and assessments which may attain prior by over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage in: grance premiums, if any; and (f) any sums payable by Borrower to Lender, in shootdance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. Those items are called "Esacow Items." Lender maximum amount a lender flood flood funds in an amount not to exceed the maximum amount a lender flood for a federally related mortgage loan mr./ require for Borrower's escrow account under the federal Real Estate Sottloment Procedurer. Act of 1974 as amended, from time to time, 12 U.S.C. \$ 2001 et seq. ("RESFA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser Lender may estimate the amount of Funds due on the basis of ourrent data and reasonable estimates of expenditures

of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a 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 applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower without charge, an z in tal accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was nade. The Funds are pledged as additional security for all 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 excets Finds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is no su liciant to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to grader the amount necessary to make up the deficiency. Borrower shall make up the deficiency in

no more than twelve month, vip wrights, at Lender's sole discretion.

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

this Security Instrument.

3. Application of Psym ants. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to __v prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note

4. Charges; Liens. Borrower riall pay all taxes, assessments, charges, fines and impositions attributable to the

Property which may attain priority over this Security his rument, and leasehold payments or 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 owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly Bo rower shall promptly furnish to Lender receipts evidencing the paymients.

Borrower shall promptly discharge any lien which his priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by ", "lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the iten in, jugal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lerider subordinating the lien to this Security instrument. It Lender determines that any part of the Property is subject to a lien which may ettain priority over this Security instrument, Lender may give Borrover a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above with in 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the giving or honor on the Property Insurance shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "xiended 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 the rinosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower falls to maintain oov rage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance vim 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 promiums and renewal notices. In the event of loss, Borrower shall give prompt in tice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lander and Borrower otherwise agree in writing, insurance proceeds shall be aprilled to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessaned. If the restoration or repair is not economically feasible or Lender's security would be lessaned, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Surrower. 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? I client. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not ax and or postpone the due date of the morthly 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, Borlower'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 perturity 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 content shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Ecrrciwer shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borr: ver shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judg. ment 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 rode(ture of the Borrower's interest in the Property or other material impairment of the rien 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 Lendar (or falled 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 shell 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 legar proceeding that may significantly affect Lender's rights in

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the Property (such as a proceeding in bun trupt by, probate of course pnation or following 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 attornoys' 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

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. Porrower 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 period that Lender requires) provided by an insurer approved by Londer again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender

shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In .ii. event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrumen, whicher 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 in current immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Georgity instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount or "ie" rums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the heling. Any balance shall be paid to Burrower. 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 mmediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise

provides, the proceeds shall her ppilled 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 camages, Borrower falls to respond to Lender within 30 days after the date the notice is given.

Lender is authorized to collect and tippy the proceeds, at its option, either to restoration or repair of the Property or to the surns secured by this Security Instrument, wherever or not then due.

Unless Lender and Borrower utherwise agree in writing, any application of proceeds to principal shall not extend or

postpone the due date of the monthly payr ents referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the roll assecuted 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 thall not be required to commence proceedings arising any successor in interest or reluse 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 to a rarance 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; /oin; and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and Lenelli the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and arrive ments shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is configuring this Security Instrument only to mortgage, grant and convey that Borrower's intreast 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 Lander 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 list union is subject to a law which sets maximum loan charges, and that law is finally interprated so that the interest or other loan charge; 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 Borrover, 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 cartial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument of all 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 his paragraph.

15. Governing Law; Severability. This Security instrument shall be governed by fede at 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 hote which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Nr ie are declared to

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. It 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 notics 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 falls 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 Lander 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, I ut not limited to, reasonable attorneys' fees; and (d) takes such action as Lander 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

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	MABOLIANOS SENTON SENTO
Motery Public	My commission Express:
JO AND	Given under my hand and official seal, this
.nncries riesen	tree and voluntary sot, for the uses and purposes i
me(s) subscribed to the roregoing instrument, appeared before rne signed delivered the raid instrument as	this day itt person, and acknowledged that
CAED ALASIS AND PATRICLA VLASIS HUSBAUD AND WIFE	f, THE HADERST
COUNTY SS: CTUMOO	STATE OF ILLINOIS
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(IBOZ) Carallel (IBOZ)	<u> </u>
	Witnesses:
Vicine terms and coverents contained in this Security ords it with it.	BY SIGNING BELOW, Bottower accepts and agin- instrument and in any rider(s) executed by Bottower and re-
	Other(s) [specify]
le (mprovement Rider	Balloon Rider
need Unit Development Rider	ald Caduated beyannent Ridor
1-biff yllime3 4-1 [1-4 Family Pider	
THE PROPERTY AND THE PROPERTY OF THE PROPERTY	[Check applicable box(es]]
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utify instrument, forsclosure by judicial proceeding inty instrument, forsclosure by judicial proceeding incorrower of the right to reinasste after forsure proceeding the non-existence of a default or orsclosure. If the default is not cured on or before orsclosure, if the default is not cured in tall of all incorrections to demand and may brectose this Security incorrections. The current in the entitled to collect all expenses incurred in the current incorrections. The current incorrection is the current incorrection in the current in the current incorrection in the current in t	and sale of the Property. The notice shall furth acceleration and the forest acceleration and the right to acceleration and the forest of acceleration and the data is peculial to the data is property in the property in the property in the data according to the control of the
ider further covenant and agree as follows: ihall give notice to Borrower prior to acceleration or agreement in this Security instrument (but not or agreement in this Security instrument (but not to repplicable law provides otherwise). The notice tuired to cure the default; (c) a date, not less than 30 ywer, by which the default must be cured; and (d) ywer, by which the default must be cured; and (d) the date specified in the notice may result in	following Sorrower's breach of any covenant of towing Sorrower's breaght 17 unies prior to acceleration under paragraph 17 unies shall specify; (b) the action recall as a specify; (c) the action recall days, from the days, from the profiles and the police is given to borrower.
nces' see those substances defined as toxic or hazardous aubstances inces' see those substances or toxic perfoleum products, toxic lining asbestos or tormaldehyde, and radioactive materials. As used as and laws of the jurisdiction where the Property is located that	As used in this peragraph 20 "Hazardous Substant by Environmental Law and the following substances: gasoli pesticides and herbicides; votatile solvents, materials contained.
is of any investigation, claim, demand, lawsuit, or other action by any griff in Property and any Hazardous Substance or Environmental Law is, or is notified by any governmental or legulatory authority, that any and environmental or legulatory authority, that any affecting the Froperty is necessary, Borrower shall promptly take all	governmental or regulatory agency or private party involvin or which Borrower has actual knowledge. If Borrower has not which Borrower has actual knowledge.
inail not cause or permit the presence, usa, disposal, storage, thy. Borrower shall not do, nor aflow anyone else to do, anything its Law. The preceding two sentences shall not apply to the iso that are generally recognized to be	any other information required by applicable law. 20. Hazardous Subatances. Or relesse of any Hazardous Subatances on or the Property that is in violation of any Environment affecting the Property that is in violation of any Environment presence, use, or stokage on the Property of small quantifies.
n paragraph i a spove and applicable law; the notice will also domain. The notice will also domain.	etibbs erti bins tectivied insoll wen erti to seatibbs bins ernen