

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."

which has the address of 1400 LONGMEADOW DRIVE, GLENVIEW, ILLINOIS 60025

93270227

LOT 6 IN BLOCK 5 IN GLENVIEW ESTATE UNIT 1, BEING A SUBDIVISION IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 04-28-305-006

This Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2008. This debt is evidenced by Borrower's note dated the same date as the Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 2008.

Borrower owes Lender the principal sum of One Hundred Seventy Two Thousand Five Hundred Dollars (U.S. \$ 172,500.00) and No/100

This Security Instrument is given to FIRST MORTGAGE CORPORATION OF CHICAGO whose address is 3124 WEST BRYAN PARK ROAD, CHICAGO, IL 60618

THE MORTGAGE ("Security Instrument") is given on April 7, 1993

MORTGAGE



WESAV MORTGAGE CORPORATION DOCUMENT CONTROL, PO BOX 60610 PHOENIX, AZ 85082-0610

Loan #: 6535974 Process #:

93270227

Property of Cook County

Handwritten notes: 3/1/80, 2/1/80

UNOFFICIAL COPY

93270227

Property of Cook County Clerk's Office

**UNITFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall 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 be levied against the Property; (b) yearly hazard or property insurance premiums; (c) yearly fire insurance premiums; (d) yearly flood insurance premiums; (e) yearly hazard or property insurance premiums; (f) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (g) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (h) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (i) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (j) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (k) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (l) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (m) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (n) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (o) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (p) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (q) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (r) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (s) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (t) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (u) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (v) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (w) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (x) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (y) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (z) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property.
- 3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 and 2 shall be applied: first, to any 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; Taxes.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (g) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (h) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (i) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (j) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (k) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (l) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (m) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (n) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (o) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (p) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (q) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (r) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (s) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (t) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (u) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (v) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (w) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (x) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (y) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property; (z) any other taxes, assessments, charges, fines and impositions attributable to the Property which may be levied or assessed against the Property.
- 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 amount 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.
- 6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence with 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 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 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 shall not merge and 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 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 attorney's 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.
- 8. Mortgage Insurance.** 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. Lender may, at Lender's option, require Borrower 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.
- 9. Lender's Right to Accelerate.** Lender may, at Lender's option, accelerate the maturity of the loan secured by this Security Instrument if Borrower fails to pay any installment due under the Note when due or if Borrower fails to comply with any other obligation under the Note.
- 10. Lender's Right to Foreclose.** Lender may, at Lender's option, foreclose on the Property if Borrower fails to comply with any other obligation under the Note.
- 11. Lender's Right to Sue.** Lender may, at Lender's option, sue for specific performance of the obligations under the Note.
- 12. Lender's Right to Assign.** Lender may, at Lender's option, assign its rights under the Note.
- 13. Lender's Right to Subrogate.** Lender may, at Lender's option, subrogate its rights under the Note.
- 14. Lender's Right to Sue for Damages.** Lender may, at Lender's option, sue for damages caused by Borrower's breach of the obligations under the Note.
- 15. Lender's Right to Sue for Costs.** Lender may, at Lender's option, sue for costs incurred by Lender in enforcing its rights under the Note.
- 16. Lender's Right to Sue for Attorney's Fees.** Lender may, at Lender's option, sue for attorney's fees incurred by Lender in enforcing its rights under the Note.
- 17. Lender's Right to Sue for Interest.** Lender may, at Lender's option, sue for interest on amounts due under the Note.
- 18. Lender's Right to Sue for Principal.** Lender may, at Lender's option, sue for principal amounts due under the Note.
- 19. Lender's Right to Sue for Penalties.** Lender may, at Lender's option, sue for penalties imposed by law on Borrower's breach of the obligations under the Note.
- 20. Lender's Right to Sue for Punitive Damages.** Lender may, at Lender's option, sue for punitive damages if Borrower's breach of the obligations under the Note is willful or malicious.
- 21. Lender's Right to Sue for Exemplary Damages.** Lender may, at Lender's option, sue for exemplary damages if Borrower's breach of the obligations under the Note is willful or malicious.
- 22. Lender's Right to Sue for Restitution.** Lender may, at Lender's option, sue for restitution of amounts paid by Borrower to Lender.
- 23. Lender's Right to Sue for Rescission.** Lender may, at Lender's option, sue for rescission of the loan secured by this Security Instrument.
- 24. Lender's Right to Sue for Annulment.** Lender may, at Lender's option, sue for annulment of the loan secured by this Security Instrument.
- 25. Lender's Right to Sue for Voidance.** Lender may, at Lender's option, sue for voidance of the loan secured by this Security Instrument.
- 26. Lender's Right to Sue for Invalidation.** Lender may, at Lender's option, sue for invalidation of the loan secured by this Security Instrument.
- 27. Lender's Right to Sue for Reformation.** Lender may, at Lender's option, sue for reformation of the loan secured by this Security Instrument.
- 28. Lender's Right to Sue for Rectification.** Lender may, at Lender's option, sue for rectification of the loan secured by this Security Instrument.
- 29. Lender's Right to Sue for Specific Performance.** Lender may, at Lender's option, sue for specific performance of the obligations under the Note.
- 30. Lender's Right to Sue for Injunctive Relief.** Lender may, at Lender's option, sue for injunctive relief to prevent Borrower from breaching the obligations under the Note.
- 31. Lender's Right to Sue for Declaratory Judgment.** Lender may, at Lender's option, sue for a declaratory judgment as to the rights of the parties under the Note.
- 32. Lender's Right to Sue for Summary Judgment.** Lender may, at Lender's option, sue for summary judgment as to the rights of the parties under the Note.
- 33. Lender's Right to Sue for Default Judgment.** Lender may, at Lender's option, sue for default judgment as to the rights of the parties under the Note.
- 34. Lender's Right to Sue for Judgment as a Matter of Law.** Lender may, at Lender's option, sue for judgment as a matter of law as to the rights of the parties under the Note.
- 35. Lender's Right to Sue for Judgment as a Matter of Course.** Lender may, at Lender's option, sue for judgment as a matter of course as to the rights of the parties under the Note.
- 36. Lender's Right to Sue for Judgment as a Matter of Equity.** Lender may, at Lender's option, sue for judgment as a matter of equity as to the rights of the parties under the Note.
- 37. Lender's Right to Sue for Judgment as a Matter of Conscience.** Lender may, at Lender's option, sue for judgment as a matter of conscience as to the rights of the parties under the Note.
- 38. Lender's Right to Sue for Judgment as a Matter of Justice.** Lender may, at Lender's option, sue for judgment as a matter of justice as to the rights of the parties under the Note.
- 39. Lender's Right to Sue for Judgment as a Matter of Public Policy.** Lender may, at Lender's option, sue for judgment as a matter of public policy as to the rights of the parties under the Note.
- 40. Lender's Right to Sue for Judgment as a Matter of Natural Law.** Lender may, at Lender's option, sue for judgment as a matter of natural law as to the rights of the parties under the Note.
- 41. Lender's Right to Sue for Judgment as a Matter of Divine Law.** Lender may, at Lender's option, sue for judgment as a matter of divine law as to the rights of the parties under the Note.
- 42. Lender's Right to Sue for Judgment as a Matter of Human Law.** Lender may, at Lender's option, sue for judgment as a matter of human law as to the rights of the parties under the Note.
- 43. Lender's Right to Sue for Judgment as a Matter of Divine and Human Law.** Lender may, at Lender's option, sue for judgment as a matter of divine and human law as to the rights of the parties under the Note.
- 44. Lender's Right to Sue for Judgment as a Matter of Divine, Human and Natural Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human and natural law as to the rights of the parties under the Note.
- 45. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural and Divine Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural and divine law as to the rights of the parties under the Note.
- 46. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural, Divine and Human Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural, divine and human law as to the rights of the parties under the Note.
- 47. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural, Divine, Human and Natural Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural, divine, human and natural law as to the rights of the parties under the Note.
- 48. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural, Divine, Human, Natural and Divine Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural, divine, human, natural and divine law as to the rights of the parties under the Note.
- 49. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural, Divine, Human, Natural, Divine and Human Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural, divine, human, natural, divine and human law as to the rights of the parties under the Note.
- 50. Lender's Right to Sue for Judgment as a Matter of Divine, Human, Natural, Divine, Human, Natural, Divine, Human and Natural Law.** Lender may, at Lender's option, sue for judgment as a matter of divine, human, natural, divine, human, natural, divine, human and natural law as to the rights of the parties under the Note.

62-00262366

UNOFFICIAL COPY

Property of Cook County Clerk's Office

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.

11. **Insurance.** 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 lapses or ceases 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 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.

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.

11. **Insurance.** 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 lapses or ceases 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 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.

12. **Successors and Assignments.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, (a) is co-obligated to pay the sums secured by this Security Instrument under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notice.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be given by first class mail to Lender's any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or cause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

18. **Acceleration.** 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.

19. **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 the Security Instrument; or (b) the date of a judgment enforcing this Security Instrument. Those conditions are: (i) that Borrower (a) has not defaulted on any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's 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 remain 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 an acceleration under paragraph 17.

20. **Change 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. Borrower shall be notified of 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.

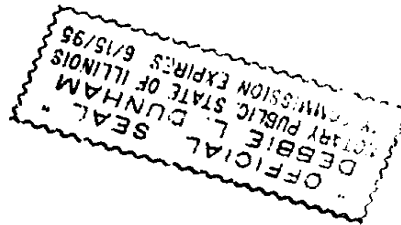
21. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage of 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.

22. **Remedial Actions.** 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 Substances 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 remedial action of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

23. **Environmental Law.** Hazardous 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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office



93370227

Debbie L. Dunham  
Notary Public

Witness my hand and official seal.

The foregoing instrument was acknowledged before me this 17th day of April, 1993, by

State of Illinois, COOK

County of: \_\_\_\_\_

(Space Below This Line For Address, etc.)

Social Security Number: \_\_\_\_\_

(Seal) \_\_\_\_\_

Social Security Number: \_\_\_\_\_

(Seal) \_\_\_\_\_

Social Security Number: 338-62-1980

(Seal) \_\_\_\_\_

Social Security Number: 336-56-4222  
Stella M. Hahn

(Seal) \_\_\_\_\_

Social Security Number: \_\_\_\_\_  
Richard Hahn

Witnesses:

In any riders) executed by Borrower and recorded with it.

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [Specify] \_\_\_\_\_
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

[Check applicable box(es)].

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.

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 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.

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.

after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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.

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 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.

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.

after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower may require immediate payment in full of all sums secured by this Security Instrument without further demand and 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.

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 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.

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.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

93270227