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THIS INSTRUMENT PREPARED BY:
DAVID L. WHITE
HOME SAVINGS OF AMERICA
LOAN SERVICE CENTER
P.O. BOX 6005
CITY OF INDUSTRY, CALIFORNIA 91716-0005
1-800-800-1144
ALL NOTICES TO LENDER SHALL BE
MAILED OR DELIVERED TO THE ABOVE
ADDRESS

(Space Above This Line for Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MAY 1, 2008
1993. The mortgagor is
DANNY L. HANUS AND CYNTHIA A. HANUS, HUSBAND AND WIFE

93279839

("Borrower"). This Security Instrument is given to HOME SAVINGS OF AMERICA, F.S.B., which is organized and existing under the laws of the United States of America, and whose address is 4900 Rivergrade Road, Irwindale, California 91706-1404 ("Lender"). Borrower owes Lender the principal sum of NINETY-NINE THOUSAND AND NO/100

(\$99,000.00) Dollars (U.S. \$99,000.00). 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 MAY 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.

LOTS 2 AND 3 IN ALLISON ACRES, BEING A SUBDIVISION OF THE NORTH 322 FEET OF THE SOUTH 332 FEET OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHEASTERLY OF SOUTHWEST HIGHWAY (EXCEPT THEREFROM THE WEST 120 FEET OF THE EAST 154 FEET OF THE NORTH 125 FEET OF THE SOUTH 299 FEET THEREOF AND EXCEPT THE WEST 66 FEET OF THE EAST 261 FEET OF THE NORTH 108 FEET OF THE SOUTH 158 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 6600 WEST 103RD STREET, CHICAGO RIDGE, IL 60415

PTN: 24-07-400-021 24-07-400-022

DEPT-01 RECORDING 129 20
89999 TRAN 7:03 04/15/93 15:03 00
42343 01 60415 24-07-400-021
COOK COUNTY RECORDER

which has the address of 6600 WEST 103RD STREET
(Street)
Illinois 60415 ("Property Address")
(Zip Code)

CHICAGO RIDGE
(City)

2950
a

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to 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.

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1. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

2. The Borrower shall pay to the Lender the interest on the loan, as provided in the Schedule of Payments attached hereto. The interest shall be calculated on the outstanding principal amount of the loan, and shall be payable in arrears on the dates specified in the Schedule of Payments. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

3. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

4. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

5. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

6. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

7. The Borrower shall pay to the Lender the principal amount of the loan, together with interest, as provided in the Schedule of Payments attached hereto. The Borrower shall also pay to the Lender all taxes, charges, and expenses incurred in connection with the loan, including but not limited to the costs of preparation, filing, and recording of all instruments required to perfect the Lender's security interest in the Property, and the costs of any legal fees and expenses incurred by the Lender in connection with the loan.

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6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the 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.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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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 [Check applicable box(es)]

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

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.

Witnesses:

Danny L. Hanus (Seal)

 DANNY L. HANUS —Borrower

Cynthia A. Hanus (Seal)

 CYNTHIA A. HANUS —Borrower

..... (Seal)

 —Borrower

..... (Seal)

 —Borrower

[Space Below This Line For Acknowledgment]

LOAN NO. 1553769-9

State of Illinois COOK County ss.

I, *the undersigned* a notary public in and for said county and state, do hereby certify that DANNY L. HANUS AND CYNTHIA A. HANUS, HUSBAND AND WIFE

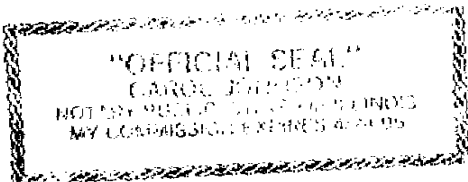
personally known to me to be the same person(s) whose name(s) *THEY* subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that *THEY* signed and delivered the same instrument as *THEIR* free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *9th* day of *April*, 19*93*

My commission expires:

Carol Johnson

 Notary Public



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