NOFFICIAL COPY

FEMPLE-INLAND MORTGAGE CORPORATION 2500 S. HIGHLAND AVENUE, SUITE 110 LOMBARD, ILLINOIS 60148

[Space Above This Line For Recording Data]

Loan ID# 601095

93309967

MORTGAGE

THIS MORTGAGE ("Secretity Instrument") is given on A The mortgagor is BARBARA (SIERER, A SINGLE WOMAN April 19th. 1993

("Borrower"). This Security Instructed is given to AMERICAN STATES MORIGAGE, INC.

THE STATE OF ILLINOIS which is organized and existing under the lays of 915 WEST 175TH STATET, HOMEWOOD, IL 60430 and whose address is

("Lender").

One Fundred Ten Thousand and no/100----Borrower owes Lender the principal sum of

Dollars

This debt is evidenced by Borrower's note dated the same date as this (U.S. \$ 110,000.00 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Thi Security Instrument secures to Lender: (a) the repayment of the May 1st, 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 County, Illinois: COOK

LOT 5 IN HAMILITON WOOD BEING A RESUBDIVISION OF THAT PART OF KUECHLER'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 Or SPOTION 8, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE EAST RIGHT-OF-WAY LINE OF KUECHLER AVENUE, ALSO PART OF THE SCITHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 14, KAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HAMILTON WOOD REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON JULY 23, 1962, AS DOCUMENT NUMBER 2045591, IN COOK COUNTY ILLINOIS.

TAX NUMBER: 32-08-100-021 COOK COUNTY RECTION

571 HAMILITON WOOD ROAD

HOMEWOOD.

which has the address of

[Street]

[City]

Illinois

60430

("Property Address");

[Zip Code]

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.

IILLINOIS - Single Family - Famile Mac/Freddie Mac UNIFORM INSTRUMENT

ILCM1G - January 12, 1993

Page 1 of 5

93509967

UNOFFICIAL COPY

BART STORY COURT SHIP HAS BREAK ARROYS COME STORY

MOARS NOW

gilos se simple de l'imperimentant (production de Société de Société de Société de Société de Société de Sociét LES ESSES (CERTIFICE DE L'ESSENDE DE CONFRIME DE L'ESTE AND LE CONFRIDE DE SOCIÉTÉ DE SOCIÉTÉ DE SOCIÉTÉ DE S

The month of real statement of the second of

no semplembro de la completa del completa de la completa del completa de la completa del la completa de la completa del la completa de la completa de la completa de la completa de la completa del la completa

than the section of the principle of the section of

13,466,54,23,336, dinik, abada ya bake ili kampalimbi ikabilit BKCD ili bili bilak was figure who entresponding a section of en transfer en the time it distribution puters with the lowering

gampaneg <mark>tille</mark>rik so*l k*alama. Ze milita bilak inden indige taget who express the managet (4) body is a Con-

CATCH THE REPORTS INC.

ar - States will end million soul A. groupers "F

The control of the control operation, so the first the star chief with and the first term of the control of 100 B 3 B 3 B n of the first of the second o um sem sem sem a normal and see the semble of the disposition with the set of the seminar of the seminar section of the seminar of the semina And Association . 1909 - Angeley December 1908 - Angeley Berkeller (1908) angelege 1908 - Angeley Berkeller (1908) ang terres di

Described for the Mark State from the winds with the board of the form of the first of the first

Exp. 1986 Sugar

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of

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 attain priority 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 insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a Lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), 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 amount. Lender may estimate the amount of Funds due on the basis of current 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 n 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 carnings on the Funds. Borrower and Lender mry i gree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual o counting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. 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 excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrew Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole disrection.

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 paragraph 21, Lende shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges in e under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to an late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasthold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not faid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnism to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or here are rected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other haze de, 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 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.

UNOFFICIAL COPY CONTRACTOR OF THE PROPERTY OF

the table is to be set of conservation as be a (a) A street of the control of th The state of the s Consults to a service Children Consultation of the Survey of the server in the particle of the first particle M_{ij} in the constant p_{ij} , $p_{ij} = p_{ij}$ A SANK TO A A SANK A COMPANY OF A SANK A SAN $\{(y_1,y_2,y_3,\dots,y_{2n-1},y_{2n-1},\dots,y_{2n-2n},y_{2n-2n},\dots,y_{2n-2n},y_{2n-2n},y_{2n-2n},\dots,y_{2n-2n},y_{2$ The second transfer than the second or the second second el appel Salvierak 1998 ina sa ke Jerne (1996) ili el 📡 Control of the state of the state of Selection of the matter of the wine.

and the property of the second of the The content of the co agtic of the action of the contract production A ...

Control of the contro And the second s 100 Chartest Analysis u de 1 anii 10 Taran anii 10 a The the same production to be foreign

The control of the second of the control of the second of the control of the cont

of the section of the Member of the control of the first of the analytical data The second of the control of the second of t 1. 10. 12.1

e a programme de la completa de la programma y la calenda de la completa de la completa de la completa de la c o et localiforti o la grafia dello est in a responsabilità e la propriata della graffia della graffia della graffia Contract of the second and Police of the construction and in replacing of a Mathematical Company of Series and 184 15 C in the environment of the State , and policy of the property constraints (x,y)in a gradient of the production of the party of the There is also excelled that the analysis of the control of the control of a second and the control of

the arrange of the engine of the engine transfer and the engineering of the engineering of 196 P. to to the The second of th करमार्थि वह का तह वर भागत एक एवं कारण वाक्षाकर्षात्रम्

THE PROPERTY WERE WITH THE SHEET WORK OF STREET PROPERTY OF STREET

College State

- 6. Occupancy, Preservation Maintenance an 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 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' feet 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 Porrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note lete and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lende required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premisus required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Under lapses or ceases to be in effect, Borrower shall pay the premisums required to obtain coverage substantially equivalent to 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 premism. It is 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 Leaver, 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, Articl 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 raining 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 condem or offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the waite 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.

UNOFFICIAL COPY ा चल्ला ५ County of the Africa Street County of Lawrence and the State of the Control of the Control The second of th (a) A contract group of the Bernard of the Article of the Contract of the C e . . . and the contract terms has been said to be an attack that the contract of i - 1 - 1 the complete and they have also have a control of the $\{(a,b),(b,c)\in \mathbb{N}_{2}(a) : \mathbb{N}_{2}(a) \in \mathbb{N}_{2}(a) : \{(a,b),(a,b),(a,b),(b,b)\} \in \mathbb{N}_{2}(a)$ State of the state Sec. (4) (4) (4) (1) in the growth with water water the particle of the $\{(A_{i},A_{i}),(B_{i})\in \Theta(\partial A_{i}^{2}), (B_{i},B_{i}^{2})\}$ in a special contribution was a sign of all all the contributions of the contribution of grant the process that the displayer of the process and the exception of the contract of $\eta = 0$, and $\mu = 0$. the section is a final contract to a great engineering as

Trades (A. m. 275) by a trade 14 around of Same with the en de la compaction de 40000 of a set of the ma and we have the tide of the decreased distributions of the section of the section ${\cal C}_{\alpha}$ vale sign in the re-A second section, and present proof or of the regularisation and the second terminal of the last to the properties of the last of and the later consistency will be a first appropriate

the district or with the control of the state of the control of th Special Profession $(x, \mathcal{D}(\mathbf{p}), (y, x) \to x, (x, y^*))$ and the content of the trade of the property of the content of the An established of the english lighter on a green point of the color of the first first file.

Or Coop diserva i det there are proceed more common to the color of the first life of on about out to the consequence producting the energy to the consequence of the expression of so of more a manual placement of the consistency. Controller with 18 to 2 years, which is a replaced in a re-The property of the control of the c $x_1 + \cdots + x_{k-1} = \{x_1, \dots, x_{k-1}\}$ resimply and children on and grain house, such confluences offered by applicable design density for extremental the special field energy of the special of the property of the special of man min i stran e par sta reterrings on a confirmative scenario openic toward application of the specific contraction of the spec en a lateral value until con une etimente en la titte a repurgazio e sind

ereparte in legal to legal the transfer of the profession of the control of the The felling same of super-section is a soft and the state of the profession of the community

gust talefolis og sigt i sedner sinebna fill. Selanger $\operatorname{Ret}(\mathcal{F}(x)) = \operatorname{Ret}(\operatorname{H}(x) + \operatorname{H}(x)) + \operatorname{Ret}(\operatorname{H}(x) + \operatorname{H}(x)) + \operatorname{H}(\operatorname{H}(x) + \operatorname{H}($ thing is a strong out But the transfer of the first the contract of the contract of the 19.00

The state of the s entrage and the interest of the second $(x,y,t_{k+1},\ldots,x,y,t) \in \mathcal{F}(t) \cup \mathcal{F}(t) \times \mathcal{F}(t)$ The second of the second in some in the control of the same section of the ar Sameral Backeyer William to the state of the and the constitution of the state (ii) In that we can extension of a stable of the following the early out of the control of th The control of the co . 1907 - Paris Harris, de la Santa de L 1908 - Paris de la Santa d of the property of the order of the contract o (4) The second of the secon He started the control of the started and the

e a la composition de la composition d La grandita de la composition del composition de la composition de la composition de la composition del composition de la composition d The secretain are reflected by the horse are t The Following section of the second section is

un sendaum et 16 de la contrepo de la contre en la contre de la portión de departe en appearance en de cuando La despondición de la contrepo de la contre de la contre de parte de la contrepo de la contre della contre della contre de la contre de la contre della con

in a possible some filledag, sik plik meta menglisa antorosom plinterti per i mesa i fil on historia, unimportari gistano e teato di filtro, tro e celebrar a celebrare atte tivi en la composition de la compo autre valor de la composition de la co Angle de la composition del composition de la composition d The figure is a second of the second to the end of the second property and and the communication of the end of the second Alexander of animal and

. Protesta de la composition de la capación de l'autoria de la vyrolla de rata, cambilla que il terrolla de du La capación de despondición de la capación de la variga entre de la capación de la capación de terra de la cap a de la filia de la completa de la c La completa de la co there is the effect of the energy of the process. 309312 325 4 235 The first of the control of the cont

- 13. Loan Charges. If the lean secured by this Security instruments subject to a law which, sets maximum toan 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. Notices. 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 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 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 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 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 in 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 consent, Lender in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior writter 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 catton, 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 aris 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 judgement 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 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 Eurrower, 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 For ower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due unue. 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 paragre on 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 give 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, law suit 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 related 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 provided 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.

UNOFFICIAL COPY dir. Both and and the growth probability of the analysis of the section of the se First Fig. 1 tax (all February) the first flower grade gratefore was taking one, on a borry and made to be Secretarial Company of the Secretarian engalement i kan den de komplet de komplet de komplet komplet engalement de de trock final det komplete Benjak de de komplet de komplet de komplet komplete et kenden et bende et de komplet komplet de de komplet en reply interesting to the above of the first

are to the first of the control of t BACK SPAN CONTRACTOR

Bornesses of the process of a community of the community of the control of the community of G. 471 40 and an control of the control of the

and the second of the second o ran di merangga pagit an mengapatan danggaran ditanggapanggah beranggah di menjanggapan period bilanggah beran

and the control of th

ot, aposto como en en producción e 40 de destroit. En distribución A como A parecta de destrato en destrato en La consecución de la la transferio en entre a Marcono comente de la principación de Marcono en el combato en de La transferio en la consecución de destrato en entre en destrato de la composition de destratos de mayor endade . 3 -912 -The Control of the Service of the Open Control of the Control of t Carryon, eagle of carried our an eagle

Constituting the stay the Expense Company with the constitution of As a first terminal translation making at a property of a section in the following median in the contract of t provide the figure of the resident, som ed transfer plantaet (form, besond, and an trock and,

the property and the entire control of a depth of the entire the refer of course and agree to the contract the contract of an including and the amagnetic and and the property of the proper Bergrade Mittel and the transfer of the first and a The figure is the second section of the state of eur retter 10 km/s i 1000 transmisser i 1000 km/s etter 1000 i 1000 sette 1000 transmisser vivo oster titer procession supper Section 1997 14 , 24 i de la companya de l graph has graphed at all only to dispersions and the constant of distributed states and the distribution of the distribution and or one production can be a consistent of the consistency of both a force of e de la companya de l and the property of the property of the second of the first

i de la compania del compania de la compania de la compania del compania de la compania del la compania del la compania de la compania de la compania del la compania de la compania de la compania del l Contract Microsoft Statement Contract Specials of Manthe structure of the product of the pure to the superacting of principles and the first of the contraction o Commence of the Commence of Fig. on the control of the second s and the first for the first of the second section in the second section is a second section of the second section of the second section is a second section of the section of the second section of the sect get av detro la Planta e de tro and the mount of the control of or and officers, while find two executives of the control of the c Control of the State of the State of the

gen to the property to the entropy of the entropy o 📆 o som og skaller er er marti a manner are noted to the elic meetic caest for earliest ax

The state of the second of the state of the second of the in the fragional algorithms for the first transand the processor and between a constraint

A control of the c ander en grande en de la companya d La companya de la com

The first of the second of the And the control of th programme a la completa de la martir de la proposición de completa martir de estre de existe de estado de la martir de estado in the first and death in Equilibrate major major error got to the an incidence of the teather. group with test, a consensus state of the contraction of the ord, laca i sold among grande and distribute of dead Madroday to heather of the word of the perfect of the find a distribute of the word and the control of the word and the control of th

23. Waiver of Homestead. Borrower waiv	es all right of homestead exemption in the one or more riders are executed by Borrov neats of each such rider shall be incorpora	Property. vor and recorded together with this ted into and shall amend and
Adjustable Rate Rider Graduated Payment Rider Balloon Rider V.A. Rider	Condominium Rider Planned Unit Development Rider Rate Improvement Rider Other(s) [specify] WAIVER OF ESCROW	1 - 4 Family Rider Biweekly Payment Rider Second Home Rider FUNDS RIDER
BY SIGNING BELOW, Borrower accepts in any rider(s) executed by Borrower and reco Witnesses:		ntained in this Security Instrument and
Quay Adall	BARBARA SCHERER	(Seal) -Borrower (Seal)
		-Borrower (Seal) -Borrower
STATE OF ILLINOIS,	Co	(Seal) -Borrower County ss:
I, The Undersigned said county and state do hereby certify that BARBARA SCHERER A Single Woman	\mathcal{O}_{A}	, a Notary Public in and for
personally known to me to be the same person this day in person, and acknowledged that S and voluntary act, for the uses and purposes the Given under my hand and official seal, this	HE signed and ue'nv/red the said nerein set forth.	
My Commission Expires: This instrument was prepared by: MARIBET	H. C. COYNE	-Notary Public
	OFFICIAL Clindy K Notary Public, S My Commission E	errory Late of fills to
		3 330996 7

UNOFFICIAL COPY

Edit of the party Markette Carl Report Catagorian and the Edition Catagorian

ipos e fogasis, en la como la como de la como por espera premior de les dispertitues estresos eligibles e forma Cenardes esposibles forma habiles parentes e els desentres fond ha dimensión, o banditamentes eligibles estras is a contraction of the distribution of the care William Santa and and off one control is the territorial to a territorial for francist deliberation of the mean of the first con-Horard Bush, in 1800)

a Sauce pare in the A. T.	a seek warning mahya (b.		្ត ក្រុមស្រីសាស	mate of officers from
man colorenna e e e e e e e e e e e e e e e e e e	Winners the Dark process that a state to be a superior of the contract of the	<u></u>	Total BIT Creation	vis Eterre desire 🚉
And the second s	to a specific the second as provided in		· · · · · · · · · · · · · · · · · · ·	lage Managar Blace Lagrange of Clares

lans anamerous), plans of slide of transpers of the class on capacity of Segrona had reposite electronic attained by MAN Media. Frank bottom & Bur war with of brand some where it James Berghaff

era vegra giveli (A

200/XI Ox COOX CC Morely Esta reson Bishing. er was a colo

(4-8) Carrier St.

化结构物 化氯镍 海铁 网络人语

with their of a Court Country of A Assessing the Control of the sont authors offered the time than those base AB RESERVED PARTIE & ACCURA

Sejant than braits out, but out our on missional granuscus. 建铁 人名西西西西斯地名 Witness or William Partie with the comment time or many mayor tall Josephysika latan tersa adit dan ista dan berilan tahu

or fore have to record that there is also a real side.

and the state of t

Office

TARREST OF SERVE Elect of Kanaley

Cont of Kanaley

Electron Street Control

Electron St

UNOFFICIAL: GOPY

Loan No.: Borrower: 601095

BARBARA SCHERER

WAIVER OF ESCROW FUNDS RIDER

This Rider is made on the April 19th, 1993, and is incorporated into and shall modify and amend the Deed of Trust/Mortgage/Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure the Borrower's Note ("Note") to BARBARA SCHERER

("Lender") of the same date and covering the Property described in the Security Instrument and located at:

571 HAMILION WOOD ROAD HOMEWOOD, ILLINOIS 60430 [Property Address]

and shall constitute Lender's waiver of the Funds for Taxes and Insurance requirements set forth in paragraph 2 of the Security Instrument for so long as the Rider is in effect.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- 1. Except as provided below, paragraph 2 entitled "Funds for Taxes and Insurance" as well as any reference to paragraph 2 will be ineffective during the terms of the Note.
- 2. Borrower agrees to provide Lender with evidence of payment of applicable taxes, insurance premiums, and any other escrow items within a reasonable time after receipt of said evidence of payment as determined by Lender.
- 3. At Lender's option, this Rider may become null and void and of no further effect if Borrower is in default under the terms of the Note or security Instrument or if the Note is assumed.
- 4. Any election by the Lender to forego any of its remedies under this Rider is not a waiver by Lender of its right to pursue such remedies.

Except as modified hereunder, the Security Instrument is and shall remain in full force and effect.

黃	ARHAR	A SC	HERE	Ŕ	0	7	Cen		Borrower
									Borrower
			1-	:				0	Borrower
									Borrower

KHID HELF WORDER TO BEVILDE

en al Brazadan y conservado la organia (Maradan albania) en abla Carlos (Maradan)	CHARGET ALX LITERS	all the could be a	8 19 f. How Ensuell with lens 19 f. How Ensuell with lens 19 f. Howard Commission (1)	DESCRIPTION OF THE PROPERTY.	nation. Other
Andrew St. Late Contractors	to legal of the second	odo su al refer, (17) Lat hospi	ed bes tesaunts.i		
		en men en e			
		govo elelomendomis			
an situat by the second	gartina estate et dese egyake til en a	And Design of the Control of the Con	seti ka kangawa wa Casi Konsassiya k	andra kardattat (same ki 1944.a.) este per fil 140	nes les Principals
and etg., by the control of the control			estata, at 1.200 es estatuante e 1888 (1.		
Hawa I hadd grada b i		27 few et in 100 etgas 11 feweren erzeruch	greg word wif we climaters	may as to or it is writing of out of is	r _{ga} sar na
Productive services of the Market services of the Samuel services of	fam ve ale Zuali aleman e da esta	a vije rebriru srumera i urđenjih siviris, kite š	WILLIAMS WILLERS OF	erana, russaga vietė ir s mastas ir nes teres ir sa et tamartzina, milaisios ir	1500
gantesprafe tragalis, color no septembri		na ir sitymiig sen al garanii	ina unit situ p ilo unite situ situ pilongan	ege principa a 2006. Pi Van interpretable di per	i Life es 11
Symmetry of the state of the st	oble opens bakevo	्रा के हिन्दू क्षित्रों वेश्वतः स्थानिक क्षित्रों वेश्वतः	a ni propi ka 6 0 g Sakak jawa ni eb ng	r amegyadek i organisi A Kalangga kali li si kal	Projectiv
Some well on an olion	tik to politica i prince	scepted selecti	osii , estausai 🧖 ko	dibli arm sa jigowoli	. 1384°
nergen etak		na de la companya de La companya de la co	0/2		
			7		•
and the second s				,,	
				Office	
and the second s	en e			CO	
				·	

NAVE DECEMBER OF THE PROPERTY.

1.00