Box 2A1

93314651

10054

\_ (Space Above This Line For Ascording Date)

PREPARED RY

#### MORTGAGE

93314651

THIS MORTGAGE ("2-surity Instrument") is given on

DANIEL W. PRECOUR, DIVORCED AND NOT SINCE

93, The mortgator is REMARRIED

("Norrower"). This Recurity Instrument is given to

APRIL 12

APX MORTGAGE SERVICES, INC.

, which is organized and existing

under the laws of ILLINOTH

, and whose address le

415 CREEKSIDE DAIVE, PALATINE, ILLINOIS 60067

Borrower owns Dander the principal sim of NINETY-EIGHT THOUSAND AND 00/100 Dollars B.s. \$ \*\*\*\*\*98,000.00 ). This debt is evidenced by Horrower's note dated the same date as this Security Instrument ("Noto"), which provides for monthly payments, with the full debt, if not , 2008 paid earlier, due and payable on MAYCO This Becurity Instrument

secures to Lender: (a) the repayment of the fight evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sime, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of forcewer's covenants and agreements under this Security Instrument and the Note. For this purpose, Sourcemer does hereby Arutgage, grant and convey to Lender the following described property COOK located in

UNIT 18E-2 TOGETHER WITH ITS UND V. DED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SUSSEX SQUARE CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 88-319584, AS AMENDED FROM TIME TO TIME, IN PARTS OF THE SUPDIVISION OF SUSSEX SQUARE UNITS 1, 2 AND 3, BEING A SUBDIVISION IN PAPE OF THE SOUTHEAST QUARTER (1/4) OF SECTION 27, ALL IN TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE 7 FIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEST-01 RECORDING

431.60

T41121 TRAH 9591 04/28/93 13:00年0 46027 4 米一学35一番まみる数1

027 4 新一學第一部主義者等主 COOR GOUNTY RECORDER

PERMANENT TAX ID.

06-27-216-009-1120

93314651

which has the address of

107 BRITTANY DRIVE #188-2

STREAMHOOD

thinois

60107

(\*Froperty Address");

(Bly Code)

TOURTHER WITH all the Approvements now us hereafter exected on the property, and mil essentite, apportunations, and fintures and or herester a part of the property. All replacements and additions shall also be neveral by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

segments commands that succount is lawfully select of the estate beneby conveyed and has the night to mortgage, grant and convey the property and that the Property is unencombered, except for encombrances of second. Morrower warrants and will detend generally the title to the Property against all claims and demands, subject to any anoumbranues of renord.

THIS SECURITY INSTRUMENT dombines uniform devenants for national use and non-uniform devenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS -- Single Femily--

Facilia Mae/Fredide Mac UNIFORM INSTRUMENT

3100

Form 3014

9/90

2/2

Property of County Clerk's Office

Actor and

#### UNOFFICIAL COPY

UNIFORM COUNTAINS. ROTTOWER and Lander obvenent and agree as follows:

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 Mote and any prepayment and late charges due under the Mote.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or to a written waiver by Lender, Sorrower shall pay to Lender on the day monthly payments are due under the Mote, until the Mote is paid in full, a sum ("Yunda") for: (a) yearly taxes and assessments which may attain priority over this Security Anstrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hasard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; (e) yearly mortgage insurance premiums. These items are called 'Sacrow Items,' the provisions of paragraph 0, in lieu of the payment of mortgage insurance premiums. These items are called 'Sacrow Items,' Lender may, at any time, collect and hold Yunds in an amount not to exceed the maximum amount a lender for a faderally related mortgage loan may require for Sorrower's sacrow account under the faderal keal Satate Sattlement Procedures Act of 1974 as amended from time to time, 12 U.S.C., 2601 et and, ("MNMPA"), unless another law that applies to the Yunds sets a lessex amount. If so, lender may, at any time, collect and hold Yunds 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 Sacrow 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 Londer is such an institution), or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Madrow Items. Lender have not onerge Borrower for holding and applying the Funds, annually analyzing the serious account, or varifying the Madrow Items, unless Londer pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be sail, Lender shall not be required to pay Borrower any interest or earnings on the Yunds. Borrower and Lander may agree in writing, to rever, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the finds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pleaser or additional accurately for all sums accuracy by this Security Instrument.

If the Funds held by Lender except the amounts permitted to be held by applicable law, Lender shall succust 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 Escrow (tele 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 Lancer's sole discretion

Upon payment in full of all sums escured by this security Instrument, Lender shall promptly refund to Borrower any Funda held by Lender. If, under paragraph 21, Lunder small oquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funda held by Lender at the time of acquisition or sale as a credit against the sums secured by this Becurity Instrument.

3. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: fixst, to any prejayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. CHARGES; LIENS. Borrower shall pay all taxes, resembnts, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasahold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or is not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over tole 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 the Lender's opinion operate to prevent the enforcement of the lien; or (d) secures from the holder of the lien an agreement, satisfactory to Lender subordinating the lien to this decurity Instrument. If Lender determines that any part of the Projecty is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

S. HAZARD OR PROPERTY INSURANCE. Borrower shell 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 accounts 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, surfer may, at Lender's option, obtain goverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to fender and shall include a standard to ease clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to render all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the instance 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, thu insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Horrower. If Borrower shandons the Property, or does not enswer 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 restors 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 dus 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 decurity Instrument
immediately prior to the acquisition.

# UNOFFICIAL COPY.

6. OCCUPANCY, PRESERVATION, MAINTENANCE AND PROTECTION OF THE PROPERTY; BORROWER'S LOAN APPLICATION; LEASEHOLDS. Burrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the assoution 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 tender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extendabling ofcommissions whist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, which the Property to deteriorate, or commit weste on the Property. Morrower shall to in datautt if any forfeiture aution or proceeding, whether civil or criminal, is begun that in bender's good faith judgment uould result in forfeiture of the Property or otherwise materially impair the lien preated by this security. Instancent Borrower may ours such a default and retnetate, as provided in paragraph 18, by dataing the Lender's security interest. action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the horrower's interest in the Property or other material impairment of the lies prested by this Security Instrument or Lender's underly interest. Borrower shall also be in default if Morrower, during the loan application process, gave materially false or inaddurate information or exatement to Lander for failed to provide Lander with any material information; in connection with the loan evidenced by the Note, including, but not limited to, representations unncerning Borrower's consupency of the Property as a principal residence. If this security instrument is on a lessehold, Morrower shall comply with all provisions of the lease. If Borrower adquires fee title to the Property, the leasehold and the fee title shall not Merge unless Leader agrees to the merger in writing.

7. PROTECTION C. LENDER'S HIGHTS IN THE PROPERTY. If Surrower fails to perform the covenants and agreements contained in this secrety Instrument, or there is a legal proceeding that may eighticantly affect Lender's rights in the Property (such as a proof-ding in benkruptcy, probate, for condemnation or forfeiters or to enform 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 may sums secured by a lies which has princity over this Security Instrument, appearing in court, paying reasonable at or/ey's fees and entering on the Property to make repairs. Although Lender may take sotion under

this paragraph 7, Lander does not have to do so.

Any amounts disbursed by hand's under this paragraph ? shall become additional debt of Borrower secured by this security instrument. Unless Borrower and here's agree to other terms of payment, these securits 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.

- B. MORTGAGE INSURANCE. If Lender required mortgage insurance as a condition of making the loan secured by this security instrument, Horrower shall pay the presides required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance obverage required by Lender lapses or ceases to be in effect, horrower shall pay the greenines required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, from an alternate mortgage insurar approved by Lender. If substantially equivalent mortgage insurance previously in effect, from an alternate mortgage insurance by Lender. If substantially equivalent mortgage insurance previously is not available, Borrower shall pay to Lender each month a sum equal to constructed the yearly mortgage insurance previous heigh paid by Borrower when the insurance obverage lapsed or desend to be in effect. Lender will accept, use and facian these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the prior of Lender, if mortgage insurance doverage (in the amount end for the period that Lender requires) provided by an insurer insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in advordence with any written agreement between Borrower and Lender or applicable
- O. IMBRECTION. Lender or its agent may make reasonable enture upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection epscifying year onable cause for the inspection.
- 10. CONDEMNATION. The proceeds of any award or claim for dimarks, 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 ar, ded to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Sorrower. In he event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is quit to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borries and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the private multiplied by the following fraction: (a) the total amount of the sums assured immediately before the taking, divides by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Sorrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, unless Sorrower and Lender otherwise agree in writing or or as 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 condition offers to make an award or settle a plaim for damages, Borrower feils to respond to Dander within 30 days after the dat. 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 Lander and Dorrower 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 amortisation 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 Sorrower or Borrower's successors in interest. Lender shall not be required to dominance proceedings against any successor in interest or refuse to extend time for payment or otherwise modify smortisation 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 SKVERAL LIABILITY; CO-SIGNERS. The covenants and agreements of this security Instrument shall bind and benefit the successors and assigns of header and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who so-signs this Security Instrument but does not execute the Notes (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 Sorrower asy agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Sorrower's consent.

### UNOFFICIAL COPY I

13. LOAN CHARGES, If the Loan secured by this Neutrity 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 sommetion 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 Sorrower which exceeded permitted limits will be refunded to horrower. Lender may choose to make this refund by reducing the principal cond under the Mote or by making a direct payment to sorrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Mote.

14. NOTICES. Any notice to horrower 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 Horrower 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 desmed 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 Hote conflicts with applicable law, such conflict shall not affect other provisions of this security Instrument or the Wote which can be given effect without the conflicting provision. To this end the provisions of this security Instrument and the Mote are declared to be severable.

16, DORROWER's CCPY. Borrower shall be given one conformed copy of the Mote and of this Medurity 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 legister prior written consent. Lender may, at its option, require immediate payment in full of all sums ancored by this security [ introment. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Bedurity Instrument.

If Lender executes this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the dire 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, fender may invoke any

remedies parmitted by this dequrity testropent without further notice or desard on borrower.

18. BORROWER'S RIGHT TO REINSTATE. If Borrower meate certain conditions, Borrower shall have the right to have unforcement of this security instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may epocity for reinstatement) before all of the Property pursuant to any power of sale contained in this security instrument; or (b) entry of a judgment enforcing this Security Instrument. Thuse conditions are that Sorrower: (a) pays Lender all sums which then would be due under this security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's less; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender, or rights in the Property and Sorrower's obliquation to pay the sums accurred by this Security Instrument shall continue unchanged. Upon reinstatement by Sorrower, this Security Instrument such the obliquations secured hereby shall remain fully effective a, if no acceleration had cocurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

18. BALE OF NOTE; CHANGE OF LOAN SERVICER. The Hote of a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Briroser. A sale may result in a change in the entity (Anoun as the "Loan Hervicer") that collects monthly payments due until the Note and this Security Instrument. There also may be one or more changes of the Loan Bervicer unrelated to a sale of the ote. If there is a change of the Loan Bervicer, Dorrower 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 Bervicer and the address to which payments should be made. The notice will also

contain any other information required by applicable law.

20. HAZARDOUS SUBSTANCES. Norrower shall not cause or permit the presence, use, disposal, storage, or release of any Maxardous Substances on or in the Property. Sorrower shall not do, nor allow sorras shall not do, anything affecting the Property that in 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 Hamardous Substances that are generally recognised to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, deserd, lawfult or other sotion by any governmental or regulatory agency or private party involving the Property and any Masardova 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 Hasardova Substance affecting the Property is necessary, formower shall promptly

take all necessary remedial actions in advordance with Environmental New.

As used in this paragraph 29, "Hawardone Substances" are those substances defined as toxic or hylerdone substances by Sovironmental Law and the following substances: quecline, kerosene, other flammable or toxic petroleur products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and redicactive estraists. As used in this paragraph 20, "Movironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or sovironmental protection.

NON-UNIFORM COVENANTS. Borrower and Lander further dovoment and agree as follows:

21. ACCELERATION; REMEDIES. Lender shall give notice to borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to ourse 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 dured; and (d) that failure to curse 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 nonexistence of a default or any other dutence of Borrower to acceleration and foreclosure. If the default is not curse on or before the date specified in the notice, Lender at its option may require immediate payment in full of all same 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 remediate provided in this paragraph 21, including, but not limited to, reasonable attorneys' fage and coat's of title evidence.

## UNOFFICIAL CORY

| 22. RELEASE. Upon payment of all sums Instrument without charge to Borrower. Borrower                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | amoured by this Security Instrument, shall pay any recordation costs.                                          | , Lander shall release this Security                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 23. WAIVER OF HOMESTEAD. Borrower wait                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | vee all right of homestead exemption is                                                                        | n the Property.                                                          |
| 24. RIDERS TO THIS SECURITY INSTRUMENT, this security instrument, the covenants and agrees aupplement the covenants and agreements of this se                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | If one or more riders are executed by<br>ments of each such rider shall be ind                                 | y Borrower and renormed together with orporated into and shall smend and |
| (Check applicable box(ss)).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                |                                                                          |
| [ ] Adjustable Rate Ridor                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | (X) Condominium Rider                                                                                          | 1 - 4 Pamily Rider                                                       |
| ( ) Graduated Payment Mider                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | [ ) Planned Unit Development Rider                                                                             | [ ] Minumkly Payment Mider                                               |
| ( ) malloom Rider                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | [ ] Nate Improvement Rider                                                                                     | ( ) Second Name Mider                                                    |
| [   Other(s) [specify]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                | 4 1                                                                      |
| BY GIGNING BELOW, ROTTOWER Eddepts and surv                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | was to the terms and povements contains                                                                        | ed in this Manusity Instrument and in                                    |
| any mider(s) executed by Borrower and recorded wit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                | •                                                                        |
| Witnesser,                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | DANIEL W. PRECOUR<br>Soulal Security Munker                                                                    | 385-86-4934 Bol Young                                                    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Hoolal Henurity Humber                                                                                         | Bo (rober                                                                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                | Boffowet                                                                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                | (Bani)                                                                   |
| . House                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | in Below Thin Like (or Anknowledgment).                                                                        | - Power & System II                                                      |
| TANK TERMINAL PROPERTY OF THE | MAIL TO:                                                                                                       |                                                                          |
| APX MORTGAGE SERVICES,<br>415 CREEKSIDE DRIVE<br>PALATINE, ILLINOIS 60067                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | INC.                                                                                                           | Ϋ́ς_                                                                     |
| W1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                | $O_{x}$                                                                  |
| STATE OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                |                                                                          |
| COUNTY OF                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | } <b>\$8:</b><br>)                                                                                             | C                                                                        |
| The foregoing instrument was adknowledged before                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | me this 12th Day (date)                                                                                        | 2 mil 128 3                                                              |
| DANIEL W. PRECOUR, Souther Con                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | (bearon(s) sourcespeditud)                                                                                     | rates resid                                                              |
| MY COMMISSION EXPIRES:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Nothi                                                                                                          | y Pains (Shal)                                                           |
| THIS INSTRUMENT WAS PREPARED BY: J.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | HUBAR "OFFICIAL SEAL"  CHRISTINE CHAN-WABIAK  Notary Public, State of Illinois  My Commission Expires 10/14/98 |                                                                          |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                |                                                                          |

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office