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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 12TH, day of APRIL, 1993. The mortgagor is VINCENT M BARONE A SINGLE PERSON AND The state of the s A SINGLE PERSON

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION which is organized and existing under the laws of Minnesots, and whose address is 111 E. KELLO G BLVD., ST. PAUL MN 55101, ("Lander"). Borrow'r owes Lender the principal sum of

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ONE HUNDRED FORTY HOUSAND AND NO/100 DOLLARS (U.S. 140,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on the first day of MAY, 2023. This Security Instrument secures to Lender: (a) the repayment of the debt evider sed 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 NCCC. For this purpose, Borrower does hereby mortgage, grant and convey to Lende. the following described property located in COOK County, Illinois:

LOT 81 IN MONTEREY MANOR FIRST ADDITION, A SUBDIVISION OF LOT 8 AND PARTS OF LOTS 7, 9 AND 10 IN PENNOYER'S AND OTHERS SUBDIVISION OF LOTS 1 TO 4 IN THE ESTATE OF JAMES PENNOYER IN SECTIONS 1, 2, 1 ND 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CON COUNTY, ILLINOIS

> DEPT-01 RECORDING T#1111 TRAM 9631 04/29/93 14:44:00 COOK COUNTY RECORDER

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na di kananga Kalanda da kananga K Kalanda da kananga kan TOGETHER WITH all the Improvements now on hereaften, wreated on a them property, candonally ease appurtenances, and fixtures now, or hereafter a part of the property. All replacements and additions, shall see: also be covered by this Security, Instrument. All, of the storegoing is referred storain whis Security, Instrument as the "Property," paying office with the season with the control of THE THE PERSON NAMED OF THE PROPERTY OF

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SORROWER COVENANTS that Sorrower is lawfully seized of the estate hereby conveyed and has wither pright word. The to mortgage, grant and convey the Property and that the Property is quencumbered, except for encumbrances when the property is a quencumbered. of record. Borrowen, warrants and will defend, generally, the title to the Property against gaily actions candes any expected demands, subjects to any encumbrances of recording a security of the part of the angles are set a security and the security as a security of the security and the security as a security of the security of the security and the security of t

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform ejecovenants collision from the second limited variations by jurisdiction to constitute a uniform security instrument covering real property.

PAGE 1 OF 6

UNIFORM COVENANTS. Borrower and Interest, Prepayment and Late charges, Borrower shall pro

1. Payment of Principal and Interest, Prepayment and Late charges. Bon ower 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 Note.

Taxes and Insurance. Subject to applicable law or to a written waiver by 2. Funds for Lender, Morrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid (h' 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 on ground ronts on the Property, if any; (c) yearly hezard or property insurance premiums; (d) yearly flood insurance premiums, if any; (a) yearly mortgage insurance premiums, if any; and (f) any sums payable by Morrower to Lendar, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These frems are called "Escrow Irems." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related montpage lean, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as emended from time to time, 12 U.S.C. Section 52601 et seq. ("RESPA"), unless another law that applies to the Funda 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 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 holding and applying the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually snalyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law penalts 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 correction with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings of the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and capits 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 a cortance 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 Items when due, Lender may so notify Borrower in writing, and, in such (ass Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the refliciency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Sycurity Instrument, Lander shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sett the Property, Lender, prior to the acquisition or sale of the Property, shall acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides othe wise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment the gas 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; Liena. Borrower shall pay all taxes, assessments, charge, fines and impositions stributable to the Property which may attain priority over this Socurity Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the mayor, provided in paragraph 2, or if not paid in that manner. Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrum... 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 (c) 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 my attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Burrower 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 hereafter erected on the Property insured against loss by fire, hazards included within the term Mextended coverage and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall 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 of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender may make proof of loss if not made promptly by Borrower.

PAGE 2 OF 6

Unless Lender and Bor ower themselve gree in civing, incurance process was the applied to restoration or repair of the property decayed. If the restoration or repair is not economically feasible and Lender's security is not leasened, 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 poid to Sorrower. If Borrower spandons the Property, or does not ensure 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.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Sorrower's principal residence within mixty 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 circumitances exist which are beyond formover's control. Sorrover shall not destroy, damage on impair the Property allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any inreliure 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 meterially impair the lien created by this Security instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided to prograph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good fail h Jetermination, precludes forfeiture of the Borrower's interest in the Property or other material impelment 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 for failed to provide Lender with any material information) in connection (it') the lean evidenced by the Note, including, but not inited to the second representations concerning Borrower's cicupancy of the Property as a principal residence. If this Security, Instrument is on a lesschold, Borrower shall comply with all the provisions of the lesse. If Borrower, acquires fee title to the Property, the Learnhold and the fee title shall not merge unless Lenden agrees. to the marger in writing.

7. Protection of Lender's Rights in the Property. If Sorrower fails to perform the covenants and agreements contained in this Security Instrumnt, 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 a rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority for this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7. Lender does not have to to 2.

may take action under this paragraph 7, Lender does not have to to 7).

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

- 5. Nortgage Insurance. If Lender required mortgage insurance as a condition of making the toen secured by this Security Instrument, Borrower shall pay the promises to maintain the mortgage insurance in effect, if, for any reason, the mortgage insurance coverage required by Lender tapses or coases to be in effect, Sorrover shall pay the premiums required to obtain coverage. substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverse is not . available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the year / wortgage insurance premium being paid by Borrower, when the insurance coverage lapsed on coased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer; be required, at the option of Lender, if mortgage; insurance, coverage win state option 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 that i in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends. in accordance and a 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 of the property of the Lender shall give Sorrower notice at the time of or prior to an inspection specifying reasonable cause for a prior to an inspection specifying reasonable cause for a prior to an inspection.
- 10. Condemnation. The proceeds of any sward or claim for damages, direct or consequential, a indicated connection with any condemnation or other taking of any part of the Property, on for conveyance in lieu of the point condemnation, are hereby assigned and shall be poid to Lender.

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In the event of a total tailing of the Property, he proceeds shall be applied to the sums secured by this Security Instrument, whether or not an aloue, with any excess and to Berryae. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before that taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction:

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

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the data 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 summa 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 but Released; Forbearance By Lender Not a Maiver. 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 Rorrower 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 effice to extend time for payment or otherwise modify amortization of the sums secured by this Security Institutent by reason of any demand made by the original Borrower or Borrower's successors in interest. Any furthernoce by Lender in exercising any right or remedy shall not be a Maiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns found; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrumen shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of purposent 17. Sorrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Society Instrument but does not execute the Mote: (a) is co-signing this Security Instrument only to lortgage, 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) agreed that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted to 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 nor the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will by treated as a pertial 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 require use of another method. The notice shall be directed to the Property Address or any other address Borrower casignates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stocked 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 percentage.

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 of clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not office 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 or be severable.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior whitten 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 (aw as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



netat. 17 Bor over 18. Barrower's Right 'q u, gg requerahall 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 like may specify for reinstatement) before sale of the Property pursuant to any power of cale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those 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 atter coverante or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, responsible 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 Rophnayer, (this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. Moneyer, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Nate and this Security Instrument. There also may be one or more changes of the Losn 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 paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous fubstances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazard wa Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding tho and the agreety sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that all parally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give tender written notice of any investigation, claim, demend, lawsuit or any investigation of the demand. other action by any governmental, or ractatory agency or private party, involving the Property and any Hazardous Substance or Environmental and which Borrower has actual knowledge. If Borrower learns, or is a barrower learns, or is notified by any governmental or regulatory excharity, that any removal or other remediation of the any or request box Hazardous Substance affecting the Property is necessary, Borrower shall promptly take mil necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Haxardous "crommes" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, sother major medical flammable or toxic petrolaum products, toxic pesticies and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive meterials. As used in this paragraph 20, "Environmental Law" means federal (swe and law of the Jurisdiction where the Property is located that relate to health, safety, og gnylformental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows the variables of some and covenant and some and covenant and covenat and covenat and covenant and covenant and covenat and covenant

THE STATE OF STATE 21. Acceleration: Ramedias. ...Lenden shall give notice to Borroker prior to acceleration following Borrower's breach of any coverant or agreement in this Serum ty 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 sure 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 (i) 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 communication and the right to a second and the right to a foreclosure proceeding the non-existence of a default or any other defense of Borroute to acceleration; and proceeding the non-existence of a default or any other defense of Borroute to acceleration; and proceeding foreclosure. If the default is not cured on or before the date specified in the notice. Lender atmistance in the notice. option may require immediate payment in full of all sums secured by this Security listriment withouts we push we further domand and may foreclose this Security Instrument by judicial proceeding. Leider shall beach such such entitled to collect all expenses incurred in pursuing the remedies provided in this programh 21, including, but not limited to, reasonable attorneys! fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument Without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

24. Riders to this Security Instrument, If one or more riders are executed by Borrower recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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I 1 Balloon Rider [] Rate Improvement Rider [] Second Home Rider

[1 V.A. RIDER [] Other(s) (specify)

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to East Judodfield R	orepared by MORTGAGE CAPITAL CORPORATION ORATION	RATION: Notary Public, State of Illinois My Commission Expires 10/2/9 d For Lender and Record	
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PAGE 6 CF 6

FORM 3014 9/90 INITIALS: VB

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