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



Loan #: 6536944 Process #:

(Boase Above This Line For Recording Date)

MORTGAGE

DEPT-01 RECORDINGS

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THIS MORTGAGE ("Security Instrument") is given on

MICHAEL A. BETSANES and DONNA J. BETSANES, HIS WIFE The mortgagor is

("Borrower").

This Security Instrument & given to J.C. MARSHALL FINANCIAL SERVICES, INC.

whose address is

17021 SOUTH HARLEY AVENUE, TINLEY PARK, IL 60477

("Lender").

Borrower owes Lender the principal sure of

Ninety Thousand and No/100

90,000.00). This debt is evidenced by Borrower's note dated the same date as Dollars (U.S. \$ this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2023 . This Squarity Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Londer the following described property located in COOK Illinois:

> LOTS 6 AND 7 OF THE ADDITION TO BOULDARD SUBDIVISION NUMBER 2, BEING A SUBDIVISION OF THE WEST 1/2 OF THE F/ST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (FXCEPT THE SOUTH 175 FEET THEREOF) TOGETHER WITH THE WEST 10 FEET CF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 (EXCEPT THE SOUTH 175 FEET THEREOF) OF SECTIO 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

24-17-410-026

which has the address of

11017 SOUTH PARKSIDE AVENUE [Street]

CHICAGO RIDGE

Illinois

60415 (7.p Code)

("Property Address");

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

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

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

ILLINOIS -Single Family- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 9/90



UNIFORM COVENANTS Borriver and Leider to epair industric autology.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leaschold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's exerow account under the federal Real Estate Settlement Procedures Act of related morigage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 or seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Excrow

lesser amount. It so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Borrower and Lender 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 debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the Funds helf, by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower shall pay to Lender the Panount necessary to make up the deficiency. Borrower in writing, and, in such case Borrower shall pay to Lender the Panount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payment, a Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refu

Upon payment in fulls of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower and Payment held by Lender. If under pass-apongh 21, Lender shall enquire or self the Property, Lender, prior to the equisition or sale of the Property, shall apply any Funds &cled by Lender at the time of acquisition or sale as a credit against the sums secured by the Security Instrument, Lender shall be applied: first, to any are payment charges due under the Note; second, to amounts payable under paragraphs 1 and 2 shall be applied: first, to any are payment charges due under the Note; second, to amounts payable under paragraphs 1, and 2 shall be applied: first, to any are payment charges due under the Note; second, to amounts appathe under paragraph 2, and the second payment of the Property when the payments are provided in paragraph 2, and the payments of the payments of payments derectly be provided by provided and payments derectly payments derectly be provided and payments derectly be provided by payments derectly payments derectly be provided by payments derectly be payments. Borrower shall promptly furnish to Lender and notices of amounts to be paid under this paragraph. In the payments of the collegation secured by the lien in a manner acceptable to Lender; (b) contests in good fasth the lien in the payments of the collegation secured by the lien in a manner acceptable to Lender; (b) contests in good fasth the lien in the payments of the collegation secured by the lien in the payments of the lien in the payme

does not have to do s

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender.

If substantially equivalent more activations were got a few purposes to the purpose when the instance coverage lapsed or ceased to be in effect. Leader will accept, use and retain these payments and so are serve in field unsurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period had Lender requires) provided by an insurance payments by Lender again becomes available and in chained. Borrower shall pay insurance ends in accordance with any written agreement between Burrower and Lender or applicable law.

9. Inspection. Lender of the may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying casonable cause for the inspection. Condensation are other lasting of any part of the Property, or for conveyance in lieu of condensation, in sometic of the inspection. In the event of a total taking of any part of the Property, or for conveyance in lieu of condensation, are breed has shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the aums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, there where taking, and the security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total anount of the sums secured institutionally before the taking, unless Borrower and Lender otherwise agree in writing to unless applicable law otherwise property as a part of the property of the sums secured by this Security Instrument shall be paid to Borrower, in the event of a partial taking of the Property is abandoned by Borrower, or it, after notice by Lender to 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 to the other wise a

without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 nust 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.

18. Borrower's Right to Relastate. If Borrower meets certain conditions, Borrower shall have the light to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other parts of as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays, Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) care any default of any terminant, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument, and the obligations secured by this Secur

continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations sectired nereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer and the 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 Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosence, o

c as follows: NON-UNIFORM COVERANTS. Breeder and Linker United Amenant Indian of 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 laws provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in NON-UNIFORM COVER may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

evidence.

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

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

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

Adjustable Rate Rider	Condominium Rider	1-4 Family Rider
Graduated Payment Rider	Planned Unit Development Ride	r Biweekly Payment Rider
Balloon Piter	Rate Improvement Rider	Second Home Rider
Other(s) [sperify]	Land to the first	Local Control of the
[] Giner(a) [ape: 47]		
BY SIGNING BELOW. Borrower ac	ccepts and agrees to the terms and covena	nts contained in this Security Instrument and
in any rider(s) executed by 4 or rower and	recorded with it.	
Witnesses:		10100
	NATIONAL TO	A. BETSANES (Scal)
`		rity Number: 354-56-3016
		Betsanes (Scal)
		040 50 0606
	Social Secu	rity Number: 342-52-2086
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	Social Secu	rity Number:
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	Covial Secu	rity Number:
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State of Illinois,

COOK

The foregoing instrument was acknowledged before me this MICHAEL A. BEISANES and DONNA J. BEISANES

Witness my hand and official seal.

County ss:

" OFFICIAL SEAL "
MARTHA MARTZ
NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES 11/21/96