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Property of Cook County Clerk's Office

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03/30/03

BOX 390



the Secured Notes.  
payments on the same day that my monthly payments of principal and interest are due under  
Paragraph 2(A) above to Lender, unless the applicable law requires otherwise. I will make these  
If Lender gives me written notice to do so, I will pay the amounts in

- (i) Borrower's Obligations  
(B) Escrow Accounts

premiums (if any).  
I will pay all amounts necessary to pay taxes and hazard insurance premiums on  
the Property as well as assessments, leasehold payments, ground rents or mortgage insurance

2. PAYMENTS FOR TAXES AND INSURANCE  
(A) Borrower's Obligations

and any prepayment and late charges due under the Secured Notes.

1. BORROWER'S PROMISE TO PAY

I promise and I agree with Lender as follows.

COVENANTS

I give a general warranty of title to Lender. This means that I will be fully responsible  
for any losses which Lender suffers because someone other than myself has some of the  
rights in the Property which I promise that I have. I promise that I will defend my ownership  
of the Property against any claims of such rights

I promise that I will fully own the Property; (ii) I have the right to mortgage, grant  
and convey the Property to Lender; and (iii) there are no outstanding claims, charges, liens or  
encumbrances against the Property, except for those which are of public record

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND  
BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

(ix) All of the amounts that I pay to Lender under Paragraph 2 below  
(x) All replacements of or additions to the property described in subsections (i) through (viii) of this Section; and

Section that I acquire in the future;  
(viii) All of the rights and property described in subsections (iii) through (vii) of this

on the property described in subsection (iii) of this Section;  
(vii) All fixtures that are now or in the future will be on the Described Property or

behind or next to, the Described Property;  
(vi) All rights that I have in the land which lies in the streets or roads in front of,

of the Described Property;  
(v) All mineral, oil and gas rights and profits, water rights and stock that are part

of the Described Property;  
(iv) All rents or royalties and other income from the Described Property;

These rights are known as easements, rights and appurtenances attached to the Property;  
(iii) All rights in other property that I have as owner of the Described Property.

(ii) All buildings and other improvements that are located on the Described  
Property;

18-05-313-028

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instrument this Property is called the "Described Property."  
description of the Property is attached as Exhibit "A" which is made a part of this Security  
SPRINGS, IL 60553. . . . . The legal

(i) The property which is located at 4548 HOWARD AVENUE WESTERN

I give Lender rights in the Property described below:

III. DESCRIPTION OF THE PROPERTY

Lender.  
the Secured Notes and any changes to the Secured Notes made with the written consent of  
(iii) keep all of my other promises and agreements under this Security Instrument.

below to protect the value of the Property and Lender's rights in the Property; and  
(ii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7

Lender and any changes to the Secured Notes made with the written consent of Lender;  
By this Security Instrument, called the "Secured Notes," including future advances made by  
(i) pay all amounts owed to Lender under the Note and all other notes secured

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I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

#### 4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

First, to pay prepayment charges due under the Secured Notes;  
Second, to pay any advances due to Lender under this Security Instrument;  
Third, to pay the amounts due to Lender under Paragraph 2 above;  
Fourth, to pay interest due under the Secured Notes;  
Fifth, to pay deferred interest under the Secured Notes;  
Sixth, to pay principal due under the Secured Notes;  
Last, to pay late charges due under the Secured Notes.

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Notes and under Paragraphs 1 and 2 above in the following order and for the following purposes:

#### 3. APPLICATION OF BORROWER'S PAYMENTS

When I have paid all of the amounts due under the Secured Notes and under this Security Instrument, Lender will promptly refund to me any funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any funds which Lender is holding at that time to reduce the sums Secured.

If, at the time payments of Escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

If an excess of Funds remains after all Escrow items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me. If it exceeds \$25.00, or credited to my future monthly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

If Lender's estimates of the Escrow items are too high, the amounts that I pay under this Paragraph 2 will be too large.

#### (iii) Adjustments to the Funds

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow items, for amortizing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow items. Lender will give to me, without charge, an annual statement of Funds activity.

Lender will be called the "Funds". Paragraph 2 will be called the "Funds".  
Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow items. Lender will give to me, without charge, an annual statement of Funds activity.

#### (iii) Lender's Obligations

If I make my payments to Lender, Lender will estimate from time to time my yearly taxes, hazard insurance premiums, assessments, leasehold payments, ground rents and mortgage insurance premiums, which items will be called the "Escrow items". Lender will use existing assessments and bills and reasonable estimates of future assessments and bills to estimate the Escrow items. The amounts that I pay to Lender for Escrow items under this Paragraph 2 will be called the "Funds".

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

- (a) One-twelfth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus
- (b) One-twelfth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus
- (c) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (d) One-twelfth of the estimated yearly premium for mortgage insurance, if any.

Each of my payments to Lender under this Paragraph 2 will be the sum of the following:

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Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves in writing the way in which I agree to pay that obligation; or (B) in good faith, I argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up; or (C) I secure from the holder of that other lien an agreement, approved in writing by Lender, that the lien of this Security Instrument is superior to the lien held by that Person. Lender determines that any part of the Property is subject to a superior lien. Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. BORROWER'S OBLIGATION TO MAINTAIN HAZARD INSURANCE**

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by extended coverage hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgage Clause to protect Lender. The form of all policies and renewals, if Lender acceptable, Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive. If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds. If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so. The amount paid by the insurance company is called "Proceeds". Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment or security, as follows: (A) to the extent allowed by applicable law, to the Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the market and at the times as determined by Lender. If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or raze the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given. If any Proceeds are used to reduce the amount or principal which I owe to Lender under the Secured Notes, that use will not delay the due date, or change the amount of any of my monthly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes. If Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold. If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law.

**6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS**

I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim if I do not own but am a tenant on the property. I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

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I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Interest on each amount will begin to accrue on the date that the amount is advanced by Lender. However, Lender and I may agree in writing to terms that are different from those in this Paragraph 7. This Security Instrument will protect Lender in case I do not keep this promise to pay those amounts with interest.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY  
Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY  
I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other governmental taking of the property. All of those proceeds will be paid to Lender.  
If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of 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. The remainder of the proceeds will be paid to me.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS  
(A) Borrower's Obligations  
Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the monthly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.  
Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, even if Lender is requested to do so.  
(B) Lender's Rights  
Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will have the right under Paragraph 27 below to demand that I make immediate payment in full of the amounts that I owe to Lender under the Secured Notes and under this Security Instrument.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY  
If: (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

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(C) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amount, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the monthly payment to Lender of one-twelfth of the estimated yearly premium installments for hazard insurance on the Property; and (iii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the

I shall perform all of my obligations under the Constituent Documents, including assessments when due, Lender may, at its option, pay them; I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(B) The following are called the "Constituent Documents": (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of Incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS

If the Property is a unit in a condominium, cooperative or planned unit development, signed by Borrower and Lender.

This Security Instrument may be modified or amended only by an agreement in writing

23. MODIFICATION

of this Security Instrument.

The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision

22. CAPTIONS

Security Instrument or Secured Notes.

I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this

21. WAIVER OF STATE OF LIMITATIONS

original for all purposes.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the

20. LOST, STOLEN OR MUTILATED DOCUMENTS

Lender responsible for any damage to me which may result from any such error.

Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold

19. CLERICAL ERRORS

in the event Lender at any time discovers that this Security Instrument, the Secured

Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold

Lender responsible for any damage to me which may result from any such error.

Documents that are necessary to correct any such error(s) and I also agree that I will not hold

18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal

action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action

for breach of contract, fraud, concealment of a material fact or for intentional or negligent acts I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any

further assignments or other documents that may be necessary to enforce this assignment.

reduce the Sums Secured. The costs of managing the Property may include the receiver's payments remains after those costs have been paid in full, the remaining part will be used to the costs of collecting rental payments and of managing the Property. If any part of the rental

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27. RIGHTS OF THE LENDER IF THERE IS A BREACH OF DUTY  
It will be called a "Breach of Duty" if (i) I do not pay the full amount of each monthly payment on the date it is due, or (ii) I fail to perform any of my promises or agreements under the Note or this Security Instrument, or (iii) any statement made in my application for

THE LOAN MAY BE ASSUMED UNDER ITS THEN EXISTING TERMS AND CONDITIONS WITH ONE EXCEPTION; THE LIFETIME RATE CAP MAY BE CHANGED. THE LIFETIME RATE CAP SHALL BE CHANGED TO AN INTEREST RATE WHICH IS THE SUM OF THE INTEREST RATE IN EFFECT ON THE DATE OF A SALE OR TRANSFER OF THE PROPERTY OR OF THE BENEFICIAL INTEREST IN BORROWER PLUS 5 PERCENTAGE POINTS, IF THAT SUM EXCEEDS THE LIFETIME RATE CAP STATED IN THE SECURED NOTES.

(IV) THE TRANSFEREE EXECUTES AN ASSUMPTION AGREEMENT WHICH IS SATISFACTORY TO LENDER.

PAID TO LENDER; AND

TRANSFER OF THE PROPERTY OR OF THE INTEREST IN THE BORROWER) IS INTEREST DUE UNDER THE SECURED NOTES AT THE TIME OF SALE OR

LENDER (BUT NOT TO EXCEED 1% OF THE BALANCE OF PRINCIPAL AND (III) AN ASSUMPTION FEE, IN AN AMOUNT TO BE DETERMINED BY

IN WRITING; (III) LENDER APPROVES THE CREDITWORTHINESS OF THE TRANSFEREE

NEW LOAN WERE BEING MADE TO THE TRANSFEREE BY LENDER;

TRANSFEREE TO EVALUATE THE CREDITWORTHINESS OF TRANSFEREE AS IF A TRANSFEREE RECEIVES A COMPLETED WRITTEN APPLICATION FROM

PAYMENT IN FULL OF ALL SUMS SECURED AND THE LOAN MAY BE ASSUMED IF:

INSTRUMENT, THE LENDER WILL NOT EXERCISE THE OPTION TO ACCELERATE PERSON, IS THE FIRST ONE TO OCCUR AFTER THE DATE OF THIS SECURITY

BENEFICIAL INTEREST IN BORROWER, IF BORROWER IS NOT A NATURAL SALE OR TRANSFER OF ALL OR ANY PART OF THE PROPERTY, OR OF A

EXCEPTION TO ACCELERATION OF PAYMENT OF SUMS SECURED, IF THE

instrument without further notice to or demand on me. Immediately, Lender may then or thereafter invoke any remedies permitted by this Security

If Lender exercises the option to require immediate payment in full, Lender will give me notice of acceleration if I fail to pay all sums secured by this Security instrument

Instrument in full if this is prohibited by Federal Law in effect on the date of the Security

without Lender's prior written permission. However, Lender shall not require immediate

Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred

written permission. Lender also may, at its option, require immediate payment in full if the Property, or if any right in the Property, is sold or transferred without Lender's prior

immediate payment in full of all sums secured by this Security instrument if all or any part of Acceleration of Payment of Sums Secured. Lender may, at its option, require

TRANSFERS. 26. AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR

be additional sums secured under this Security instrument. Lend future advances with interest to Borrower. Such future advances, with interest, will then

At Borrower's request, Lender, at its option (but before release of this Security instrument) or the full reconveyance of the Property described in the Security instrument) may

26. FUTURE ADVANCES Association unacceptable to Lender.

Insurance policy and/or the public liability insurance coverage maintained by the Owners

(V) any action which would have the effect of rendering the master or blanket hazard

professional management and assumption of self-management of the Owners Association, or

provision in for the express benefit of Lender or of lenders generally; (iii) termination of

governmental taking; (ii) any amendment to any provision of Constitution, Documents unless the

destruction by fire or other casualty or in the case of condemnation, eminent domain or other

the Project, except for abandonment or termination required by law in the case of substantial

either partition or subdivide the Property or consent to: (i) the abandonment or termination of

(D) I shall not, except after notice to Lender and with Lender's prior written consent, and extent of coverage.

Association maintains a public liability insurance policy acceptable to Lender in form, amount I shall take such actions as may be reasonable to insure that the Owners

the Sums Secured by this Security instrument, with any excess paid to me. proceeds payable to me are hereby assigned and shall be paid to Lender for application to

or repair following a loss to the Property, whether to the unit or to common elements, any in the event of a distribution of hazard insurance proceeds in lieu of restoration

annually. Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender

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THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument if I am in such default. Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

### 32. OWNER OCCUPANCY

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument if I am in such default. Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

I have qualified for this loan by making statements of fact which were relied upon by Lender to approve the loan rapidly. This loan is called a "Quick Qualifying Loan." I have stated and I confirm that: (A) I do not have any other Quick Qualifying Loans with Lender; (B) I have agreed to not further encumber the Property and do not intend to further encumber the Property for at least six months after the date of the Secured Notes and this Security Instrument; and (C) if I am purchasing the Property, all of the terms of the purchase agreement submitted to Lender are true and the entire down payment is cash from my own funds.

### 31. QUICK QUALIFYING LOAN PROGRAM

My right to any applicable homestead exemption in the Property is waived.

### 30. WAIVER OF HOMESTEAD

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

### 29. STATEMENT OF OBLIGATION

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

### 28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees; (B) to all sums secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property.

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

made any other statement to Lender in connection with this loan that is materially false or misleading. If there is a Breach of Duty by me, Lender may demand an immediate payment of all sums secured.

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FORM 10-ADJUSTABLE

SD0043-10/22/97-7088

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

*29th day of April, 1993*  
*Jill C. Reidy*

NOTARY PUBLIC STATE OF ILLINOIS  
JILL C. REIDY  
MY COMMISSION EXPIRES APRIL 8, 1996

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(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

VALERIE URBAN-SALIK

(Seal)

PETER SALIK

BORROWER(S)

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in this Security Instrument and in any riders) signed by me and recorded in proper official records.

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