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

BOX 260

Loan #: 6518933 Process #:

[Space Above This Line For Recording Date

MORTGAGE

19 93

THIS MORTGAGE ("Security Instrument") is given on NBD BANK, Successor Trustee to NBD TRUST COMPANY OF ILLINOIS, as Successor Trustee to The mortgagor is / FIRST NATIONAL BANK OF MOUNT PROSPECT TRUST #LT-1963 DATED MAY 5, 1988 AS TRUSTEE AND NOT PERSONALLY

("Borrower").

This Security Instrument is given to

MIDWEST CAPITAL MORTGACE CORPORATION

whose address is

949C PLUM GROVE RCAL, SCHALMBURG, IL 60173

("Lender").

Borrower owes Lender the principal some of

One Hundred Eight Thousand Five Hundred and

No/100 Dollars (U.S. \$

108,500.00

). 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

June 1, 2023 . This Scurity 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, County. grant and convey to Lender the following described preperty located in Illinois:

> LOT 5 IN BLOCK 10 IN BERKLEY SQUARE CAIT 2, A SUBDIVISION IN SECTIONS 17, 8 AND 7, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, JULINOIS.

PERMANENT INDEX NUMBER: 03-07-409-005

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which has the address of

412 WEST HINTZ ROAD

ARLINGION HEIGHTS

Illinois

60004

(Street) ("Property Address");

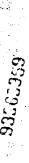
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to 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.

Cook Collins Clerk's Office



UNIFORM COVENANTS. Burk wer and Leider coveral tand gree is 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 Note and any prepayment and late charges due under the Note.

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

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 held us Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Fund. The coordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to my the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments at Lender's sole discretion.

Upon payment in full of at sums secured by this Security Instrument, Lender shall promp

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

neigh by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds, beld by Lender at the time of acquisition or sell against the sums secured by this Security Instrument.

3. Application of Payments. Only a property and 2 shall be applied: first, to any revayment 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, assessments, charges, lines and impositions attributable to the Property which may attain prority over this Security. Its ownent, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner 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 the story of the spring over this Security Instrument unless Borrower; (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender; (b) contests in good faith the lien Security Instrument. If Lender determines that any rart of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any rart of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any rart of the Property is subject to a lien which may attain priority over this Security Instrument. If Lender determines that any rart of the Property is ablect to a lein which may attain priority over this Security Instrument. If Lender determines that any rart of the Property is ablect to a lein which may attain priority over this Security Instrument. If Lender determines that the subject of the subject to Lender and Borrower an

damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by ".s. Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of Property; Borrower's Loan Application, Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at leas, one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower and that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default in Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed, to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's

does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless 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.

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If substantially equivalent mongage in usance coverage is not a variable, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, 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 chall be paid to I and a second condemnation.

10. Condemnation. The proceeds of any award or claim for damages, 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 applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before taking we reput a tender characteristic interests agree in writing, the sums secured by this Security Instrument immediately before the taking we reput a Lender characteristic agree in writing, the sums secured by this Security Instrument immediately before the taking is reput and the amount of the sums secured by this Security Instrument and the sum secured by the following fraction: (a) the total amount of the sums secured by the secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured immediately before the taking is less than the amount of the sums secured in 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 date the notice is given, Lender by this Security Instrument whether or not then due.

Unless Lender and Borrower of the sums secured by this Security Instrument preferred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower No. Peleased; Forbearance by Lender Not a Waity Security Instrument or modification of amortization of the sum

prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another net tod. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law: Severability. This Security Instrument shall be given by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be

16. Borrower's Copy. Borrower shall be given one conformed copy of the 1'ste 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.

Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The rotice 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.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a 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) cures my default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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 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 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 removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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ANIME ATTACHED TO AND HADE PART OF MORTBACK

April 27, 1993	UNDER TRUST NO. <u>LT-1963-MP</u>
Trustee under frunt No. IT-1963-MP in the it as such Trustee (and said MBD Bank, hereby winstrument) and it is expressly understood and instrument given to evidence the indebtedness apart of the Hortgagor, or on said MBD Bank, pathereon, or any indebtedness according hereunde contained, all such liability if any, being expended to the indebtedness according hereunder Mortgagor and said YAD Bank, personally are continued of any indebted as according hereunder should be an indepted or enforcesologished as aforesaid the asserted or enforcesologished NBD Bank,	is Trustee to HSD Trust Company of Illinois, not personally but a service of the power and authority conferred upon and vested arrants that it possesses full power and authority to execute the injured that nothing contained berein or in the Mote or in any other secured hereby shall be construed as creating any liability on the ersonally, to pay the said Mote or any interest that may according to perform any covenant, either express or implied, hereing results waived by the Mortgages, the legal comer(s) or holder(s) or claiming any right or security hereunder; and that so far as the corned, the legal holder or holders of said Note and the comer of all look solely to the presides horeby sortgaged by the enforcement of and said Note provided or by action to enforce the personal covenants and conditions to be performed hereunder by MBD Bank, as and not individually, and no personal or individual liability shall by reason of any of the covenants, statements, representations
indemnifications or warrant or expressed or imp	lisd herein contained in this instrument.
document that HBD Bank, shall have no liability, (i) the presence, disposal, release or threats affecting the property, soil, water, versitation personal injury (including wrongful death) or pure hazardous materials; (iii) any lawsuit brought such hazardous materials, and/or (iv) any violation and the such hazardous materials including, without to such hazardous materials including, without laboratory fees, court couts, and litigation ex	
In the event of any conflict between the provision to which it is attached, the provisions of this	ions o' this exculpatory rider and the provisions of the documen rider and I govern.
	and or individually Assis and Vide President & Trust Officer
ATTEST:	Assis and The Freshdent & Hust Officer
Assistant Trust Officer	
STATE OF ILLIHOIS) ss.	
certify that Wayne H. Goble, Jr.	ary Public in and for said County in the State elecessid, do hereby. Assistant Vice President & Trust Offices (19 Dank, and
persons whose names are subscribed to the foregand Assistant Trust Officer, respectithey signed and delivered the said instrument aut of said corporation, for the uses and purpodid also them and there acknowledge that he/she	Trust Officer personally known to me to be the same sing Instrument as such Assistant Vice President & Trust Officer vely, appeared before me this day in person and acknowledged that their own free and voluntary act, and as the free and voluntary mes herein net forth, and the maid Assistant Trust Officer as custodian of the corporate seal of said Corporation did affi said instrument as his/her own free and voluntary act, and as the the uses and purposes therein set forth.
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OFFICIAL SEAL " } PATRICIA A GENENZ MOTARI PAGE STATE OF LLNOIS }	Notary Public

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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 The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less provides otherwise). than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence. 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. Walver 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)]. 1-4 Family Rider] Adjustable Rate Rider Condominium Rider Graduated Payment Rider Planned Unit Development Rider Biweekly Payment Rider Rate Improvement Rider Second Home Rider Balloon Fade Other(s) [specify] BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with in FIRST NATIONAL BANK OF MOUNT PROSPECT TRUST Witnesses: #LT-1963 DAT D MAY 5, 1988 AS TRUSTEE AND NOT PERSONALLY NBD BANK, Successor Trustee to NFD TRUST COMPANY OF ILLINOIS, as Successor Trustee to Social Security Number: Borrowe Social Security Number -Borrowei Social Security Number:

State of Illinois,

CCCC K

County ss:

The foregoing instrument was acknowledged before me this

day of

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, by

Witness my hand and official seal.

Notary Public

SOO COUNTY COUNT

93505359