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COOK COUNTY, ILLINOIS  
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## SECOND MORTGAGE (RESIDENTIAL)

THIS MORTGAGE ("Security Instrument") is given on May 14, 1993. The mortgagors are JOHN K. CONWAY and NICOLETTE G. CONWAY ("Borrower"). This Security Instrument is given to ROBERT J. SMITH and DOLOVIA F. SMITH, whose address is 6150 North Cicero Avenue, Chicago IL 60646 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00). 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 September 17, 1993. This Security 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 Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

Lot 76 and 77 plus the North 12 feet of Lot 75, in George F. Koester and Company Subdivision in George F. Koester & Co.'s fifth addition to Skokie in Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.  
Permanent Index Number: 13-03-14-010-0000  
which has the address of 6211 North Knox Avenue, Chicago IL 60646 ("Property Address").

In the event Mortgagor shall convey, assign, or otherwise the property secured by this Mortgage, by Installment Agreement for Warranty Deed, by conveyance into a land trust, assignment of Beneficial Interest, or otherwise, or any interest therein, or shall be divested of title or any interest therein, in any manner or way whether voluntarily or involuntarily, without the written consent of the Owner of the Note secured hereby being first obtained, which consent may be unreasonably withheld, said Note Owner, to the fullest extent provided by law, shall have the right at its option to declare any indebtedness or obligation thereon, irrespective of the maturity date specified in said Note, immediately due and payable.

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 seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except of 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.

STATEMENT OF RECORDING: I, the undersigned, do hereby declare that I am the owner of the property described above and that I have no knowledge of any claim or lien against the property.

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Leender subordinating the lien to this Security Instrument. If Leender determines that any part of the Property is subject to prevent the enforcement of the lien; or (c) securer from the holder of the lien an agreement satisfactory to in good faith the lien by, or defends against enforcement of the lien, legal proceedings which in the Leender's opinion (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Leender; (b) consents to the payment of the priority over this Security Instrument unless Borrower:

Borrower shall promptly discharge any lien which has priority over this Security Instrument over the period of time during the payment of the principal amount of the Note and interest due under this instrument, to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Leender them on time directly to the person owed payment. Borrower shall furnish to Leender all notices of amounts paid him by these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay the principal amount of the Note, second, to any late charges due under the Note.

to the Property which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable

Note. Under paragraphs 1 and 2 shall be applied; first, to any prepayment 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.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Leender

against the sums secured by this Security Instrument.

Upon payment in full of all sums secured by this Security Instrument, Leender shall promptly refund to Borrower any Funds held by Leender. If, under paragraph 2, Leender shall acquire or sell the Property, Leender shall make up the deficiency in no more than twelve months necessary to make up the deficiency. Borrower

held by Leender at any time is not sufficient to pay the Escrow items when due, Leender may, so notify Borrower to Borrower for the excess Funds in accordance with the requirements of applicable law, if the amount of the Funds

If the Funds held by Leender exceed the amounts permitted to be held under applicable law, Leender shall account for the additional security for all sums secured by this Security Instrument.

Funds, showing credits and debits to the Funds and the purpose for which each is held to the Funds was made. The Funds shall interest shall be paid on the Funds. Leender shall give to Borrower, without charge, an annual accounting of the

amounts paid by Borrower any interest or earnings on the Funds. Borrower, and Leender may agree in writing, however, required to pay Borrower any interest is made or payable to Leender to be paid, Leender shall not be provided otherwise. Unless an agreement is made or payable to Leender to make such a charge. However, unless applicable law permits Leender to make such a charge, Leender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Leender; or a connection with this loan, unless applicable law

applies to pay the Escrow items, unless Leender may not charge Borrower for holding and applying the Funds, and usually analyzes the escrow account, or verifying the Escrow items, unless Leender shall apply the entity (including Leender) is such an institution) in its capacity as agent, instrumentality, or

The Funds shall be held in an escrow account with deposits are insured by a federal agency, instrumentality, or otherwise in accordance with applicable law.

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

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

UNIFORM COVENANTS. Borrower and Leender covenant and agree as follows:

2. Taxes and Insurance. Subje

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to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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 "extended 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. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer 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 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 least 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 may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling 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 if 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.

In order to further secure said indebtedness, and as a part of the consideration herefore, the undersigned hereby assigns, transfers and sets over unto ROBERT J. SMITH and DOLORES F. SMITH hereinafter referred to as the bank, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described; which may have been heretofore or may be hereafter made or agreed to; or which may be made or agreed to by the bank under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the bank and especially those certain leases and agreements now existing on the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said bank the agent of the undersigned for the management of said property, and do hereby authorize the bank to let and re-let said premises or any part thereof, according to its discretion, for such time or times, and for such rent or rents, as the bank may determine, and to collect the same, and to sue for the same in the name of the undersigned, and to receive payment thereon, and to do all acts and things necessary to effect the purposes of this instrument, and to do all other acts and things necessary to protect the interest of the bank in the property hereinabove described.

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In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property instrument, the proceeds of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. **Condemnation.** The proceeds of any part of the Property or for conveyance in lieu of condemnation, shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Inspection.** Lender or his agent may make reasonable entries upon and inspection of the Property. Lender

in accordance with any written agreement between Borrower and Lender or applicable law, shall inspect the instrument or other taking of any part of the Property or for conveyance in lieu of condemnation, with any mortgage of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

in accordance with any written agreement between Borrower and Lender or applicable law, in addition mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premium required to option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender, requires) provided by Borrower when the insurance coverage lapses or ceases to be in effect. Lender will accept, use and retain payment as a loss reserve in lieu of mortgage insurance. Loss reserve payments may beaggered to the extent Borrower pays to Lender each month a sum equal to one-twelfth of the yearly mortgage premium paid by mortgage insurance approved by Lender. If substantial monthly equivalent mortgage insurance coverage is not available, Borrower at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, pay the for any reason, the mortgage required by Lender ceases to be in effect, Borrower shall by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect, by this Security Instrument, Borrower shall pay the premiums required to maintaining the loan secured requesting payment.

8. **Mortgage Insurance.** If Lender required mortgagor to insure as a condition of making the loan secured from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest at a rate of interest approved by Lender under this paragraph 7, shall become additional debt of Borrower secured by Any amounts disbursed by Lender under this paragraph 7, Lender does not have to do so.

Although Lender may take action under this paragraph 7, Lender does not have to do so.

Additional rights in the Property, Lender's actions may include paying any sums secured by a lien which has priority over this right in the Property, when Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's regulations, when Lender may do and pay for whatever is necessary to enforce laws or to enforce laws or regulate in the Property (such as a procedure in bankruptcy, probate, for condemnation or foreclosure or to affect Lender's agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and of the undesignated in the said bank shall have been fully paid, at which time the assignment shall terminate.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and of the undesignated in the said bank shall have been fully paid, at which time the assignment shall terminate as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability to the benefit of the lessors, executors, administrators, successors and assigns of the parties hereto and shall be construed to forgive entirely and debtor and obtain possession of said premises. This assignment shall be binding upon and a forcible entry and debtor and the bank may in its own name and without any notice or demand, maintain an action a forcible entry and debtor and obtain possession of said premises. This assignment shall be binding upon and a party to the premises occupied by the undesignated at the prevailing rate per month thereafter, and a failure on the part of the undesignated to promptly pay said on the first day of each and every month shall, in and of itself constitute a further undesignated, that in the event of this assignment, the undesignated will

occur hereunder, or under the terms of the Note secured hereby, the terms of which are hereby incorporated herein.

It is understood and agreed that the bank will not exercise its right under this assignment unless default shall reasonably be necessary.

Broker for leasing said premises and collecting rents and the expense for such attorney's, agents, and servants as may become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorney's, agents, and servants as may occur hereunder, or future indebtedness or liability of the undesignated to the said bank, unless default shall reasonably be necessary.

The undesignated, as it may consider expedient, and to make such repairs to the undesignated might do, hereby ratifying and confirming any thing and everything that the said bank may do.

and to do anything to and about said premises that the undesignated might do, hereby ratifying and confirming any thing and everything that the said bank may do.

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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 date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless 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 Not Released; Forbearance By Lender Not a Waiver.** 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 Borrower 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 refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey the Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other 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 so 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 under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial 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 requires use of another method. 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 governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 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 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 written consent, Lender may, at its option, require immediate payment in full of the amount then due and owing under the Note and this Security Instrument.

RECORDED IN THE OFFICE OF THE CLERK OF THE STATE OF CALIFORNIA, SAN JOSE CITY CLERK'S OFFICE, ON THIS 5TH DAY OF MAY, 1987, FOR RECORDING PURSUANT TO SECTION 4526 OF THE CALIFORNIA CIVIL CODE.

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without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to accelerate at its option any immediate payment in full of all sums secured by this Security Instrument of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense proceeded to cure the default under paragraph 17 unless applicable law provides otherwise; (a) the notice shall specify: (a) the action required to cure the default must be taken; (b) the action prior to acceleration under Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration following

21. Acceleration; Remedies. Borrower and Lender further covenant and agree as follows:

NON-UNIFORM COVENANTS. Borrower shall give notice to Lender further covenant and agree as follows:

the Property is located that relate to health, safety or environmental protection.

As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where materials, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive substances by Environmental Law and the following substances: gasoline, kerosene, other flammables or toxic petroleum products, toxic pesticides and herbicides; volatile solvents; materials containing asbestos or formaldehyde, and radioactive

As used in this paragraph 20, "Hazardous Substances" are those substances defined in the Hazardous

Hazardous Substances by Environmental Law of which Borrower has actual knowledge. If Borrower leases, or is used by any government or regulatory agency or private party involving the Property and any Hazardous Substances or

any government or regulatory agency or private party involving the Property and any Hazardous Substances or

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action

be appropriate to normal residential uses and to mitigate damage of the Property.

presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to affect living organisms or the environment of any Environmental Law. The person doing two separate acts to do, applying

release of any Hazardous Substances on or in the Property, Borrower shall not do, applying

affection of the Property that is in violation of any Environmental Law. The person doing two separate acts to do, applying

release of any Hazardous Substances on or in the Property, Borrower shall not cause or permit the presence, use, disposal, storage, or

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or

payments should be made. The notice will also contain any other information required by applicable law.

above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14

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 will be given written notice of the change in accordance with Paragraph 14

Instrument. This note may result in a change in the Security interest and this Security interest in the entity (shown as the "Loan Servicer") that collects monthly payments due under the Note and this Security

this Security Instrument may be sold one or more times without prior notice to Borrower. A sale may result in the change

in the entity (shown as the "Loan Servicer") that collects monthly payments due under the Note and this Security

19. Sale of Notes; Change of Loan Servicer. The Note or a partial interest in the Note (together with

paragraph 17. The Note will also contain any other information required by applicable law.

if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under

Instrument by Borrower, this Security Instrument, and the obligations secured hereby shall remain fully effective as

Property and Borrower's obligation to pay the sum secured by this Security Instrument shall continue unchanged. Upon

such action as Lender may reasonably take to assure that the loan of this Security Instrument, Lender's rights in the

indured in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees; and (d) takes

if do acceleration had occurred; (e) to any other covenant or agreement; (f) pays all expenses

are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as

contained in this Security Instrument; or (b) entry of a judgment enjoining this Security Instrument. Those conditions

period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale

to have enforcement of this Security Instrument at any time prior to the earlier of: (a) 5 days (or such other

If Lender exercises this option, Lender shall give notice to the earlier of: (a) 5 days (or such other

all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise of

prohibited by general law as of the date of this Security Instrument.

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

24. **Rider 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.

**BY SIGNING BELOW,** Borrowers accept and agree to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrowers and recorded with it.

*John K. Conway*  
JOHN K. CONWAY  
*Christine G. Conway*  
NICOLETTE G. CONWAY

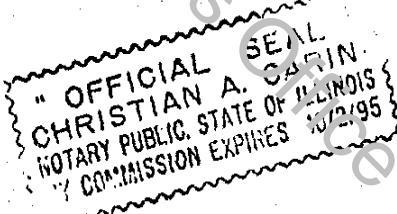
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STATE OF ILLINOIS )  
                          )  
                          )  
COUNTY OF COOK     )

I, the undersigned, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that JOHN K. CONWAY and NICOLETTE G. CONWAY personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 14th day of May, 1993.

*Christian A. Carlson*  
NOTARY PUBLIC



PREPARED BY/RETURN TO:

Charles W. Smith  
ROSING, APPLEHANS, SMITH,  
ERICKSEN & ZEIT, LTD.  
One North County Street  
Waukegan, Illinois 60085  
708/662-4321

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Property of Cook County Clerk's Office