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ADJUSTABLE RATE MORTGAGE

93380000

THIS MORTGAGE ("Security Instrument") is given on **MAY 12, 1993** . The mortgagor is**THOMAS J. KILLORAN AND ROSEMARY A. KILLORAN,**
HIS WIFE

("Borrower"). This Security Instrument is given to

STANDARD FEDERAL BANK FOR SAVINGSwhich is organized and existing under the laws of **THE UNITED STATES OF AMERICA** , and whose address is **4192 S. ARCHER AVE, CHICAGO, ILLINOIS 60632** ("Lender"). Borrower owes Lender the principal sum of **NINETY THOUSAND DOLLARS & NO CENTS**Dollars (U.S. \$ **90,000.00**).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 **JULY 1, 2023**. 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 the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in **COOK County, Illinois:****LOT 224 IN BRIGGS AND PARREN'S WEST BEVERLY HIGHLANDS SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**PIN #**24-02-312-015-0000**which has the address of **9220 SOUTH MILLARD** ("Property Address");
Illinois **60642** [Zip Code]**EVERGREEN PARK** [Subct. City].ILLINOIS Single Family-FNMA/FHLMC UNIFORM INSTRUMENT
Form 3014 9/90
Amended 5/91
VVP MORTGAGE FORMS - 1313/293-8100 - 1800/521-7291

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Form 3014 9/90

1993

DAK LANE, IL 60453

DOROTHY MYCZERK

Notary Public

My County
Notary Public
State of Illinois
Yolanda Belis
My Community
Affordable Home
Given under my hand and official seal, this
day of December 1993
Signed and delivered the said instrument in free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

Given under my hand and official seal, this
day of December 1993
Signed and delivered the said instrument in free and voluntary act, for the uses and purposes herein set forth.
Subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that
personally known to me to be the same person(s) whose name(s)

HIS WIFE

the

THOMAS J. KILLORAN AND ROSEMARY A. KILLORAN,

Notary Public in and for said county and state do hereby certify

County ss:

Cook

STATE OF ILLINOIS.

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

Borrower
(Seal)

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

Witnesses:

- Check applicable box(es):
- Adjustable Rate Rider
 - Cordomium Rider
 - 1-4 Family Rider
 - Grand Unified Development Rider
 - Biweekly Payment Rider
 - Planned Unit Development Rider
 - Racetrack Improvement Rider
 - Second Home Rider
 - Other(s) [Specify]
 - V.A. Rider
 - Balloon Rider
 - Graduate Payment Rider
 - Biweekly Payment Rider

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 this Security Instrument as if the rider(s) were a part of this Security Instrument.
The covenants and agreements of each such rider shall be incorporated into and shall amend and supplement

93380000

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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 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.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as 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. Section 2601 et 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.

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 earnings 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such 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 all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held 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 held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, 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 furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security 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's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which 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.

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23. We have of fromested; bottower wades all right of homestead exemption in the property.

7). Includiing, but not limited to, reasonable attorney fees and costs of time expended.

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

(a) **Acceleration of Remedies.** The notice shall specify: (a) the date the default is given to Borrower; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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 notice shall further 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

relative to health, safety or environmental protection.

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.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any party aggrieved or privy to the Project and any Hazardous Substance or environmental contamination in the Project area.

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 property that is in violation of any environmental law if the property is used exclusively for residential uses and is not otherwise of the property.

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 (together with this Security instrument) holding the Note.

18. Borrower's Right to Remonstrate. 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 enjoining this Security Instrument. Those conditions are that Borrower: (a) pays all sums which then would be due under this Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument; 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 until acceleration as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

ii. Under exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of no less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums due and unpaid by this instrument without further notice or demand on Borrower.

17. I transfer or the Property or a beneficial interest in Borrower, to all or any part of the Property or any interest in is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lenders 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.

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Form 301A 9/80

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

to be severable.

given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared void if any other provision of the Note is violated, such conflict notwithstanding. In the event that any provision of this Security Instrument or clause of this Note is violated by federal law and the Note is declared void under the Note jurisdiction in which the Property is located, the Note shall be governed by federal law and the Note may be declared void.

15. Governing Law: Severability: This Security Instrument shall be governed by federal law and the Note Security Instrument shall be deemed to have been given to Lender or Borrower when given as provided in this paragraph.

Lender's address stated herein or any other address designated by Borrower, Any notice provided for in this Note or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender at his usual place of business included. The notice shall be directed to the Property Address if by first class mail unless applicable law requires otherwise. Any notice provided for in this Security Instrument shall be given by mailing it to the Lender.

14. Notices: Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing

prepayment clause under the Note.

Borrower. If a refund reduces principal, the reduction will be treated as a partial payment without any payment to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct loan received the permitted limit; and (b) any sum already collected from Borrower which exceeded permitted limits will be reduced to the permitted limits; then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge and that loan is finally interpreted so that the interest or other loan charges collected or to a loan which sets a maximum loan charge.

13. Loan Charge: If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge,

make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, shorten or postpone's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums instrument but does not exceed the Note: (a) is co-signing this Security Instrument only to mortgagee, grant and convey this property instruments and agreements shall be directed to the Lender.

17. Borrower's covenants and assignments shall be joint and several. Any Borrower who signs this Security

12. Successors and Assigns Bound: Joint and Several Liability: Co-signers. The covenants are agreed to this

of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall exercise of any right of remedy.

unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or

not operate to reduce the liability of the original creditor of Borrower in interest. Lender shall not be required to

comprise proceedings against any successor in interest or refuse to pay interest or amortization to Lender.

or the sums secured by this Security Instrument by Lender or to any successor in interest of Borrower shall not be required to

exercise its right to collect unpaid amounts due to Lender in writing, any application of such payments.

unless Lender and Borrower otherwise referred to in paragraphs 1 and 2 of clause the amount of such payments.

unless Lender and Borrower otherwise agree in writing, any application of such payments.

accrued by this Security Instrument, whether or not then due.

Lender is authorized to collect unpaid amounts due apply the proceeds, in its option, either to restore or repair of the Property or to the sums

award or settle a claim to damages, Borrower fails to respond to Lender within 30 days after the date the note is given,

If the Property is sold by Borrower, or if, after notice to Borrower that the condominium offers to make an

be applied to the sum accrued by this Security Instrument whether or not then due.

unless Lender otherwise agrees in writing or unless otherwise agreed in writing or unless otherwise provides, the proceeds shall

taking, unless Borrower or Lender otherwise agrees in writing or unless otherwise provides, the Lender or Lender's attorney

market value of the property immediately before the taking is less than the amount of the sums secured immediately before the

before the taking. Any balance shall be paid to Borrower, in the event of a partial taking of the Property in which the fair

amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately

this Security instrument shall be reduced by the amount of the proceeds multiplied by the following, the sum accrued by

Security instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum accrued by

market value of the Property immediately before the taking is equal to or greater than the amount of the sums accrued by this

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

in the event of a total taking of the Property, the proceeds shall be applied to the sum accrued by this Security instrument,

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

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

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

insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage

(Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay

payments may no longer be required, all the option of Lender, if mortgage insurance coverage (in the amount and for the period

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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 evidence 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 Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to 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. If substantially equivalent mortgage insurance coverage is not available, 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

9328000

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Property of
County Clerk
Signature
Thomas J. Killooran
Borrower
(Seal) _____
Signature
Thomas J. Killooran
Borrower
(Seal) _____
Signature
Rosemary A. Killooran
Borrower
(Seal) _____
Signature
Rosemary A. Killooran
Borrower
(Seal) _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered 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.