## **MORTGAGE**

	Cipaca Above This Line For Records			
MORTGAGE				
THE MORTGAGE ("Security leating the mortgager is MARTIN J. ZOMA AP	ment') is given on May 2nd, 1994 ND LAURA M. ZIMA, HIS WIFE			
		("Borrower"). T	his Security Instrument	
HARRIS BANK ROSELLE	18015	<del></del>	which is organized an	
under the laws of THE STATE OF HILL 110 EAST IRVING PARK ROAD HOS				
Borrower owes Leader the principal sum of				
Fighty Nine Thomas At Two Hundred Fift	). This debt is evidenced by Borrow		this Samuel forton	
224437(0:0:3	pents, with the full debt, if not paid earlier, de	4	tur, 2024	
and modifications of the incle; (b) the pay Security fastrument; and (c) the performan	: (a) the repayment of the debt evidenced by yment of all other sums, with interest, advan- ce of Borrower's covenants and agreements to grant and convey to Lender the following des	seed under paragraph 7 to punder this Socurity lastrumes	rotect the accurity of th	
	UMBER 2, BEING A SUBDIVISION OF T	THE COUNTRIES IN	County	
	ni, range 10, east of the third P			
	uv. y 1, 1959 as document number 1	7587718, IN COOK		
COUNTY, ILLINOIS.				
PERMANENT INDEX NUMBER: 07-20	-320-973			
	O/			
	94			
		. GEFT-01 8	Ecopding	
		, 7 <b>#</b> 0014 7	RAN 1684 05/10	
		. \$8324 \$	AR #-94	
	46	. 000k 0	DUNTY RECORDER	
	· //	Κ.		
		/_		
	· · · · · · · · · · · · · · · · · · ·			
	5	· · · · · · · · · · · · · · · · · · ·		
	County	3541334A		
	3	3341334A		
hich has the address of	1903 WINSTON LANE	#41:044 		
£A191	1903 WINSTON LANE		SCHAUMBUR (Cid)	
64191	1903 WINSTON LANE	(2)41:044 (A)		
(2bp Crée)	1903 WINSTON LANE  [Steat] ("Property Address");	- C/O/A/	KON	
(Dy Cree) Together with all the improvements p	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and	I all casements, approvirtan	(City)	
limois 60193  (Dy Cree)  Together with all the improvements necessiter a part of the property. All replacements of the property.	1903 WINSTON LANE  [Street]  ("Property Address");  now or increasiter erected on the property, and occurrents and additions shall also be covered	I all casements, approvirtan	(Cloy)	
Together with all the improvements necessites a part of the property. All replacements	1903 WINSTON LANE  [Street]  ("Property Address");  now or increasiter erected on the property, and occurrents and additions shall also be covered	I all casements, approvirtan	(Cloy)	
Together with all the improvements necesser a part of the property. All replacements to the property instrument as the	1903 WINSTON LANE  [Street]  ("Property Address");  now or increasing erected on the property, and occurents and additions shall also be covered "Property".	all easements, appoin coan by this Security last water	tCoj ces, and fixtures now o . All of the foregoing	
Together with all the improvements a creater a part of the property. All replacement to in this Security Instrument as the BORROWER COVENANTS that Bo	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered "Property".	I all easements, appropriation by this Socurity Instrument	ices, and fixtures now o . All of the foregoing	
Together with all the improvements a creater a part of the property. All replacement to in this Security Instrument as the BORROWER COVENANTS that Bo	1903 WINSTON LANE  [Street]  ("Property Address");  now or increasing erected on the property, and occurents and additions shall also be covered "Property".	I all easements, appropriation by this Socurity Instrument	ices, and fixtures now o . All of the foregoing	
Together with all the improvements a creafter a part of the property. All replacements in this Security Instrument as the BORROWER COVENANTS that Booney the Property and that the Property enerally the title to the Property against all	1903 WINSTON LANE  [Street]  ("Property Address");  sow or hereafter erected on the property, and comments and additions shall also be covered a "Property".  Prower is lawfully seized of the estate hereby is unencommerced, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance.	all easements, apppy of an by this Security land seed of coord. Borrower wances of record.	ices, and fixtures now o . All of the foregoing the total of the foregoing the total of the foregoing arrange and will defeat	
Together with all the improvements a creafter a part of the property. All reglasferred to in this Security Instrument as the BORROWER COVENANTS that Bo oavey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT of	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered "Property".  Prower is lawfully seized of the estate hereby is unencombered, except for encumbrance claims and demands, subject to any encombe ombines uniform covenants for national use	all easements, apppy of an by this Security land seed of coord. Borrower wances of record.	ices, and fixtures now o . All of the foregoing the ten strange, grant a array and will defea	
Together with all the improvements a creafter a part of the property. All replacements to the property. All replacements to in this Security Instrument as the BORROWER COVENANTS than Borrovey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT or cristiction to constitute a uniform security is	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered between the street of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance covering real property.	y convoyed and has the rig es of record. Borrower wances of record.	ices, and fixtures now o . All of the foregoing the ten strange, grant a array and will defea	
Together with all the improvements a creafter a part of the property. All reglassiferred to in this Security Instrument as the BORROWER COVENANTS that Bo covey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT corrisdiction to constitute a uniform security in UNIFORM COVENANTS. Borrow	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered by Property".  Prower is lawfally seized of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance mediate uniform covenants for national use instrument covering real property.  Wer and Lender covenant and agree as follows:	y convoyed and has the rig es of record. Borrower wances of record.	ices, and fixtures now of All of the foregoing  It is now reage, grant and arrange and will defeat  with listing relation	
Together with all the improvements neverther a part of the property. All regularierred to in this Security Instrument as the BORROWER COVENANTS than Boorvey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT corristiction to constitute a uniform security in UNIFORM COVENANTS. Borrow 1. Fayment of Principal and Inter	1903 WINSTON LANE  [Street]  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered between the street of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance covering real property.	I all easements, apppying and by this Society last vision by the Society last vision by conveyed and has the riger of record. Borrower wances of record.  and non-uniform covenants:  Borrower shall promptly p	ices, and fixtures now of All of the foregoing  It is now reage, grant and arrange and will defeat  with listing relation	
Together with all the improvements a creafter a part of the property. All replacements as the BORROWER COVENANTS than Booth the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT of cristicition to constitute a uniform security in UNIFORM COVENANTS. Borrow 1. Fayment of Principal and Interest on the debt evidenced by the No. 2. Plands for Taxes and Insurance.	1903 WINSTON LANE  [Brant]  ("Property Address");  sow or hereafter erected on the property, and coments and additions shall also be covered a "Property".  Prower is lawfully seized of the estate hereby is unencombered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance mobines uniform covenants for national use instrument covering real property.  Were and Lender covenant and agree as followerself; Prepayment and Late Charges, his and any prepayment and late charges due:  B. Subject to applicable law or to a write.	all easements, apppyir transby this Security landward and has the rigges of record. Borrower wances of record.  Borrower shall promptly gunder the Note.  Iten waiver by Lender, Borrower	tooj  ces, and fixtures now o  All of the foregoing  the privage, grant arrays and will defen  with line of variation  my when due the prin	
Together with all the improvements a creater a part of the property. All replacements a street to in this Security instrument as the BORROWER COVENANTS than Boodwey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT correspond to constitute a uniform security in UNIFORM COVENANTS. Borrow 1. Fayment of Principal and Interest on the debt swideneed by the No. 2. Funds for Taxes and Insurance the day monthly payments are due under the	1903 WINSTON LANE  [Paren]  ("Property Address");  now or hereafter erected on the property, and occases and additions shall also be covered by Property".  Prower is lawfully seized of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance uniform covenants for national use instrument covering real property.  Wer and Lender covenant and agree as followers: Prepayment and Late Charges, the and any prepayment and late charges due:  e. Subject to applicable law or to a write to Note, until the Note is paid in full, a sum (	y convoyed and has the rig es of record. Borrower wances of record. and non-uniform covenants are borrower shall promptly gunder the Note. "Punds") for: (a) yearly taxe	tooj  All of the foregoing  All of the f	
Together with all the improvements a creather a part of the property. All replacements a stered to in this Security Instrument as the BORROWER COVENANTS than Boorevy the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT considering to constitute a uniform security in UNIPORM CGVENANTS. Borrow 1. Fayment of Principal and International interest on the debt avidenced by the No. 2. Funds for Taxes and Insurance day monthly payments are due under the years and priority over this Security Instru	1903 WINSTON LANE  [Bases]  ("Property Address");  now or hereafter erected on the property, and occasions and additions shall also be covered a "Propesty".  Propesty".  Property and of the estate hereby is unencumbered, except for encumbrance claims and demanda, subject to any encumbrance and Lender covernant and agree as followers and Lender covernant and agree as followers; the property subject to applicable law or to a write a Note, until the Note is paid in full, a sum (a Note, until the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note, until the Note is the Note is paid in full, a sum (a Note is the Note is the Note is paid in full, a sum (a Note is the Note is paid in full, a sum (a Note is the Note is paid in full, a sum (a Note is the Note is paid in full a sum (a Note is the Note is paid in full a sum (a Note is the Note is paid in full a sum (a Note is the Note is paid in full a sum (a Note is the Note is paid in full a sum (a Note is the Note is the Note is the Note is paid in full a sum (a Note is the Note is	I all easements, appropriation by this Socurity last vacal y conveyed and has the rigger of record. Borrower wances of record.  Borrower shall promptly gunder the Note.  Iten waiver by Lender, Borrower by Lender's for: (a) yearly taxe aschold payments or ground.	tooj  ces, and fixtures now o  All of the foregoing  it is rivage, gract: array and will defea  with line of variation  ay when due the prin  ower shall pay to Lend  a and assessments while rents on the Property.	
Together with all the improvements a creater a part of the property. All replacements in the improvements in the interest of the property. All replacement of the property. All replacement of the property instrument as the BORROWER COVENANTS than Borowey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT of cristification to constitute a uniform security in UNIFORM COVENANTS. Borowell in the property in the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 2. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidenced by the No. 3. Funds for Taxes and Interest on the debt evidence and Interest on the debt evi	("Property Address");  sow or hereafter erected on the property, and coments and additions shall also be covered a "Property".  prower is lawfully seized of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance covering real property.  wer and Lender covenant and agree as followerest; Prepayment and Late Charges, the and any prepayment and late charges due:  e. Subject to applicable law or to a write a Subject to applicable law or to a write to the Note; until the Note is paid in full, a sum (summer as a lien on the Property; (b) yearly less premiums; (d) yearly flood insurance premi	y conveyed and has the rig es of record. Borrower wances of record. Borrower shall promptly punder the Note. ten waiver by Lender, Borrower by Lender Borrower by Lender, Borrower by Lend	tooj  ces, and fixtures now o  All of the foregoing  the privage, grant a  array and will defea  with lines variation  my when due the prin  ower shall pay to Lend  s and assessments while  trents on the Property,  sign insurance premium	
Together with all the improvements a creather a part of the property. All replacements a stered to in this Security Instrument as the BORROWER COVENANTS than Bootoney the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT considering to constitute a uniform security in UNIFORM CGVENANTS. Borrow 1. Fayment of Principal and Internal interest on the debt evidenced by the No. 2. Plands for Taxes and Insurance and an interest on the debt evidenced by the No. 2. Plands for Taxes and Ensurance and the property insurance and the property insurance and (f) any sums payable by Borrow surrance premiums. These items are called	1963 WINSTON LANE  [Bases]  ("Property Address");  now or hereafter erected on the property, and comments and additions shall also be covered;  "Property".  Prower is lawfully seized of the estate hereby is unencumbered, except for encumbrance claims and demanda, subject to any encumbrance claims and demanda, subject to any encumbrance instrument covering real property.  Wer and Lender covenant and agree as followers; Prepayment and Lase Charges, one and any prepayment and late charges due to a Note, until the Note is paid in full, a sum (a Note, until the Note is paid in full, a sum (a premay a lien on the Property; (b) yearly (e) premiums; (d) yearly flood insurance premium; to Lender, in accordance with the provision of Encounters.	all easements, apppying an by this Society last viscol y conveyed and has the riges of record. Borrower wances of record. Borrower wances of record.  Borrower shall promptly gunder the Note.  Iten waiver by Lender, Borr Punds of for (a) yearly two and progressions, if any; (c) yearly mort, or paragraph B, in lieu of oldert and hold Funds in an oldertends in an	the principle of the foregoing of the fo	
Together with all the improvements a creater a part of the property. All replacements of the property. All replacements of the property. All replacements of the property instrument as the BORROWER COVENANTS than Boroncy the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT corresponds to constitute a uniform security in UNIFORM COVENANTS. Borron 1. Fayment of Principal and Interest on the debt evidenced by the No. 2. Funds far Taxes and Insurance day monthly payments are due under the day attain priority over this Security Instruction; (c) yearly hazard or property insurance any; and (f) any sums payable by Borrow surance premiums. These seras are called aximum amount a lender for a federally	!!man!  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered a "Property".  Prower is lawfully seized of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance covering real property.  wer and Lender covenant and agree as followerest; Prepayment and Late Charges, the and any prepayment and late charges due:  e. Subject to applicable law or to a write a Note, until the Note is paid in full, a sum (sument as a lien on the Property; (b) yearly le premiums; (d) yearly flood insurance premium to Lender, in accordance with the provision "Escrow items." Lender may, at any time, or related mortgage loan may require for Borre related mortgage loan may require for Borre	y conveyed and has the rig es of record. Borrower wances of record. Borrower wances of record. Borrower shall promptly gunder the Note. ten waiver by Lender, Borrower by Lender Borrower by Lender, Borrower	tooj  ces, and fixtures now o  All of the foregoing  the origing, grant a  array and will defeat  with linear variation  my when due the prin  over shall pay to Lend  s and assessments which  rents on the Property,  tege insurance premium  the payment of mortgag  mount not to exceed th  the federal Real Estat  full federal Real Estat	
Together with all the improvements a creather a part of the property. All regularizered to in this Security Instrument as the BOGROWER COVENANTS than Booavey the Property and that the Property enerally the title to the Property against all THIS SECURITY INSTRUMENT corrisdiction to constitute a uniform security is UNIFORM COVENANTS. Borrow 1. Fayment of Principal and Interest on the debt evidenced by the No. 2. Plands far Taxes and Insurance to day monthly payments are due under the tay stain priority over this Security Instruction (c) yearly hazard or property instrumer any; (c) yearly hazard or property instrumers are in the property over the security Instrumers and insurance premiums. These items are called aximum amount a leader for a federally	"Property Address");  ow or hereafter erected on the property, and comments and additions shall also be covered a "Property".  Trower is lawfully seized of the estate hereby is usencumbered, except for encumbrance claims and demands, subject to any encombin ombines uniform covenants for national use instrument covering real property.  wer and Lender covenant and agree as followers: Prepayment and Late Charges, one and any prepayment and late charges due to be Note, until the Note is paid in full, a sum (sument as a lien on the Property; (b) yearly less premiums; (d) yearly flood insurance premiums; (d) yearly flood insurance premium to Lender, in accordance with the provision! "Escrow items." Lender may, at any time, or related mortgage loan may require for Borreled from time to time, 12 U.S.C. SS 2601 c	I all easements, apppyir to an by this Society last vision by the society last vision was of record. Borrower wances of record.  Borrower shall promptly gunder the Note.  Borrower shall promptly gunder the Note.  It may be society for: (a) yearly taxt as of pragraph B, in lieu of ollert and bold Funds in an immer's escrew account under a eq. (FRESPA"), unleas a eq. (FRESPA"), unleas a eq.	ces, and fixtures now of All of the foregoing All of the foregoing of the foregoing of the following when due the principles of the following mount oct to exceed the other of the following the the fol	
Together with all the improvements a reafter a part of the property. All replacement to the property. All replacement to in this Security Instrument as the BORROWER COVENANTS than Bonevey the Property and that the Property nerally the title to the Property against all THIS SECURITY INSTRUMENT or instiction to constitute a uniform security is UNIPORM COVENANTS. Borrow 1. Fayment of Principal and Interest on the debt svidenced by the No. 2. Funds for Taxes and Insurance day monthly payments are due under the yattain priority over this Security Instrucy; (c) yearly hazard or property insurance any; and (f) any sums payable by Borrow surance premiums. These items are called iximum amount a lender for a federally thement Procedures Act of 1974 as ament. Funds sets a lesser amount. if so, Le:	!!man!  ("Property Address");  now or hereafter erected on the property, and coments and additions shall also be covered a "Property".  Prower is lawfully seized of the estate hereby is unencumbered, except for encumbrance claims and demands, subject to any encumbrance claims and demands, subject to any encumbrance covering real property.  wer and Lender covenant and agree as followerest; Prepayment and Late Charges, the and any prepayment and late charges due:  e. Subject to applicable law or to a write a Note, until the Note is paid in full, a sum (sument as a lien on the Property; (b) yearly le premiums; (d) yearly flood insurance premium to Lender, in accordance with the provision "Escrow items." Lender may, at any time, or related mortgage loan may require for Borre related mortgage loan may require for Borre	all easements, approvious by this Socurity last viscol for record. Borrower wances of record.  Borrower shall promptly gunder the Note.  Iten waiver by Lender, Borrell and the Note.  Iten waiver by Lender, Borrell by the seachold for (a) yearly taxe eachold for yearly mort, and four graph B, in line of ollect and hold Funds in an anyer's enerow account under seq. ("RESPA"), unless a note in an amount not to ex-	ices, and fixtures now.  All of the foregoin  It is regage, greate arrays and will defer with listers' variation  by when due the privace stand assessments with rents on the Property sage insurance premising insurance premising income not to exceed to the federal Real Estimated the leaser amount ced the leaser amount ced the	

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 Eacrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the eacrow account, or verifying the Eacrow 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

ILLINOIS -Single Panily -Founie Mae/Freddie Mac UNIFORM INSTRUMENT

Punds. Lender shall give to Bo rower without the c, an amust count metal the Funds showing cases and tebits to the Funds and the purpose for which each debit to the Funds was and. The Punds are placed and ditional debits for all suns secured by this Socurity Instrument.

If the Punds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Punds 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 accessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discontinuous.

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 and satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

S. Hazard or Toperty 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 carried be chosen by floorower subject to Lender's approval which shall not be unreasonably withheld. If floorower fails to maintain coverage decreased 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 iener als shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and ren was. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Bo were 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 g as in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if 'the restoration or repair is economically feasible or Lender's security would be blue, ed, 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 without any societ from Lender that the insurance carrier us offered to settle a claim, then Lender that collect he insurance proceeds. Lender may use the proceeds to repair or restore the Property or so may 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 or g application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 c. c. using the smount 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 same secured by this Security Arun cal immediately prior to the acquisition.

- 6. Occupancy, Prenervation, Maintenance and Protection of the Toperty; Borrower's Loan Application; Leaseholds.

  Borrower hall occupy, establish, and use 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 ar less extensating 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 will or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lender be discussed with a ruling that, in Lender's good faith determination, procludes forfeiture of the Borrower in the Property or other material impairment of the lien created by this Security Instrument or Lender's nectivity interest. Bo rower shall also be in default all process, gave materially false or insecurate information or statements to Lender for failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, he of a limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a limited to, representations concerning Borrower's occupancy of the Borrower acquires fee title to the Property, the leasehold and the fee title rhell 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 coverants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Irropeny (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and 113 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 series secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' foes and entering in the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to 40 so.

Any amounts disbursed by Lender und x 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 inter at, 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 the Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the two gage 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 insures approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-welfth 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.
- 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.

11

## UNOFFICIAL CORY

In the event of a total taking of the Property, the proceeds shall be applied to the sums accured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a pertial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums accured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums accured 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 accured immediately before the taking, divided by (b) the fair market value of the Property in which the fair market value of the Property inmediately before the taking is less than the amount of the sums accured 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 condomner offers to trake an award or settle a claim for damages, Borrower fields to respond to Lender within 30 days after the date the notice is given, Lender is sufficient 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.

- If, 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 inserest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors is inserest. Lender shall not be required to commence proceedings against any success or in interest or refuse to extend time for payment or otherwise modify amortization of the same secured by this Security Instrument by reason of my demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remoty, shall not be a waiver of or proclude the exercise of any right or remody.
- 12, Successors and Assigns Bound; Joint and Several Linbility; Co-eigners. The coverants and agreements of this Security Instrument shall bind and benefit in 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 that 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, exality, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Lean 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 inserest or other from the urges 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 smount necessary to reduce the charge to the permitted limit; and (b) any same already collected from Borrower which exceeded permitted in its will be refuned to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making  $-\phi'(\infty)$  payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge us by 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 sotice 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 by go remod 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 dock-rot to be reversible,
  - 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and or 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 Leader's prior written consent. Leader 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 Instantent.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall be wide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums accured 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 not evalurement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law ray specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a indepent enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under has Security Instrument and the 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, including, but not limited to, reasonable actorneys' (sees; and (d) takes such action as Lender may reasonably require to assure that the lieu 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 washanged. Upon reluxatement by Borrower, this Security Instrument and the obligations secured bereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be said 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 mosthly 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 dontain any other information required by applicable law.

Form 3014

## **UNOFFICIAL COPY**

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promytly take all 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 indioactive 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 environment

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows

11. 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 provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice shar result in acceleration of the sams secured by this Security Instrument, foreclosure by judicial proceeding and s', of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and foreclosure. If the default in not cured on or before the date specified in the notice, lender at its option may require immediate payment is full of all sum; so used by this Security Instrument without further demand and may foreclose this Security Instrument by juducial proceeding. Lender shall be entitled to collect all expenses incarred in pursuing the remedies provided in this paragraph 11, including, but not limited to, reasonable attorneys' feen and costs of title evidence.

24. Riders to this Security Instrument. If one or instrument, the covenants and agreements of each so in rider shall agreements of this Security Instrument as if the rider() were a part	more riders are executed by Borrower and the incorporated into and shall amend and it of this Security Instrument.	id recorded together with this 3 supplement the covenants an
[Check applicable box(es)]		r
<u> </u>	Condominium Rider	1-4 Family Ride
Graduated Payment Rider	sed Unit Development Rider	Biweekly Paym
Balloon Rider	Rate I sprovement Rider	Second Home F
Other(s) [specify]		
BY SIGNING BELOW, Borrower accepts and agrees to	the terms ar a covenants contained in ti	his Security Instrument and i
rider(s) executed by Borrower and recorded with it.	40	. ~
Signed, sealed and delivered in the presence of:		
		<u> </u>
	MARTIN J. ZIMA	ing the second of the second
	Social Security Number	
	Jan M	777-
	LĂURA M. ZIMA	
	Social Security Number	5 8 =60 - 6 5 Y
	Social Security Number	
		C
	Social Security Number	
Carro Balan Te	is Line For Acknowledgment)	
STATE OF ILLINOIS	County as:	
" the widersigned		or said county and state do her
that MARTIN J. ZIMA AND LAURA M. ZIMA, HIS WIF	E	
	personally known to me to	be the same person(s) whose
subscribed to the foregoing instrument, appeared before me this da		they
signed and delivered the said instrument as their	free and voluntary act, for e day of May, 1994	the uses and purposes therein
<u>-</u>		
Given under my land the official to the control of	1 17/4	-7:1/a

110 EAST IRVING PARK ROAD ROSELLE ILLINOIS 60172