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MAIL TO:

34718505

USA ONE NATIONAL
CREDIT UNION
17926 South Halsted Street
Homewood, Illinois 60430

DEPT-01 RECORDING 031.50
T#6666 TRAM 4539 08/12/94 13:57:00
45011 LC # -94-718505
COOK COUNTY RECORDER

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 5, 1994

The mortgagor is **Thomas A. Randich & Dianne Randich**

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

USA ONE NATIONAL CREDIT UNION
which is organized and existing under the laws of **THE UNITED STATES**

and whose address is

17926 South Halsted ST., Homewood IL 60430

("Lender"). Borrower owes Lender the principal sum of

Thirty Two Thousand and 00/100 dollars

Dollars (U.S. \$ 32,000.00)

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

August 19, 1999

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 51 in Eagle Ridge Estates unit 1, being a Subdivision of part of the North 1/2 of the Southeast 1/4 and the East 1/2 of the Southwest 1/4 of Section 32, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 27-32-403-011

34718505

which has the address of **18019 Arthur Drive,**

Orland Park

Illinois **60462** ("Property Address");

[Zip Code]

ILLINOIS Single Family Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
ITEM 1076 (10/92)

Form 3014 9/90 (page 1 of 6 pages)

Great Lakes Business Forms, Inc. ■
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REI TITLE SERVICES # RS-740U

(95935)

3152

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Form 9014 9/96

The amount of the loan shall be maintained in the same manner as the amount of the loan and for the purpose of the loan shall be included in the borrower's gross income for the year in which the loan is made.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the property insured with a hazard or property insurance policy in the name of the borrower. The borrower shall maintain the insurance in the name of the borrower and shall pay the premium thereon. The borrower shall also maintain the insurance in the name of the borrower and shall pay the premium thereon. The borrower shall also maintain the insurance in the name of the borrower and shall pay the premium thereon.

6. Charges. Borrower shall pay all taxes, charges, and assessments attributable to the property, including but not limited to property taxes, and shall pay the same when due. Borrower shall also pay all interest on the loan and shall pay the same when due.

7. Application of Payments. The lender's application of payments shall be as follows: first, to pay interest on the loan; second, to pay principal on the loan; and third, to pay any other amounts payable by the borrower.

8. Default. If the borrower fails to pay any amount due under this agreement when it is due, the lender may declare the loan in default and may take any action to enforce the loan, including foreclosure.

9. Assignment. The borrower may assign the loan to any other party, and the lender may assign the loan to any other party, without the consent of the other party.

10. Waiver. The borrower hereby waives any and all rights to a jury trial in any action brought by the lender to enforce this agreement.

11. Entire Agreement. This agreement constitutes the entire agreement between the borrower and the lender, and it supersedes all other agreements between them.

12. Governing Law. This agreement shall be governed by the laws of the State of Illinois.

13. Signatures. The borrower and the lender have read and understood the terms of this agreement and have signed it voluntarily.

14. Funds for Taxes and Insurance. The borrower shall pay to the lender the amount of any taxes and insurance premiums due under this agreement.

15. Payment of Principal and Interest. The borrower shall pay to the lender the amount of principal and interest due under this agreement.

16. Security. The borrower shall provide security for the loan in the form of a deed of trust in the name of the borrower.

17. Assurances. The borrower assures that the property is free of all liens and encumbrances, and that the borrower has the right to convey the property.

3-17-2005

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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.

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 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

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applicable law may specify for reinstatement) before sale of the Property pursuant to my power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substance 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 promptly 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 radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law 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 may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

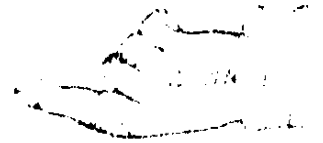
23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

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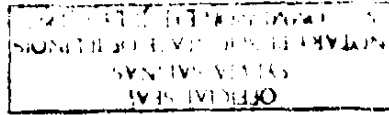
Form 1001 (Rev. 11/83)

STATE OF ILLINOIS
CLERK OF THE CIRCUIT COURT
JUDICIAL CIRCUIT IN AND FOR
SOUTHWESTERN DISTRICT



Notary Public

John J. ...



day of August 1994

and voluntarily and for the purposes herein set

signed They

person whose names

Thomas A. Radtch and Brian Radtch

Notary Public in and for said county and state

Cook

South

South

DIANNE KAMRICH

Witness

Security Instrument in a form approved by the State and recorded with it

BY SIGNING BELOW Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this

Other signers are:

- First Home Rider
- Second Home Rider
- Planned Unit Development Rider
- Home Improvement Rider
- Weekly Payment Rider
- Construction Rider
- Home Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with the Security Instrument, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument.

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