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ALL STATES EXCEPT FL

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Property of Cook County Clerk's Office

LOT 8 (EXCEPT THE NORTHERLY 15 FEET THEREOF) (8) IN BLOCK 5 IN DES PLAINES GARDENS, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 1, 1915 AS DOCUMENT 5644532, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION:

LOAN NO. 9370689

EXHIBIT "A"

9 3 9 1 5 6 4 5

(a) One-twenty-sixth of the estimated yearly taxes and assessments on the Property which under the applicable law may be superior to this Security Instrument; plus

following: Each of my payments to Lender under this Paragraph 2 will be the sum of the

the Secured Notes. Paragraph 2(A) above to Lender, unless the applicable law requires otherwise I will make these payments on the same day that my biweekly payments of principal and interest are due under

If Lender gives me written notice to do so, I will pay the amounts in Paragraph 2(A) above to Lender, unless the applicable law requires otherwise I will make these payments on the same day that my biweekly payments of principal and interest are due under

(B) Escrow Accounts (i) Borrower's Obligations (ii) Borrower's Obligations

(A) Borrower's Obligations I will pay all amounts necessary to pay taxes and hazard insurance premiums on the Property as well as assessments, leasehold payments, ground rents or mortgage insurance premiums (if any)

2. PAYMENTS FOR TAXES AND INSURANCE

I will pay to Lender, on time, all principal and interest due under the Secured Notes and any prepayment and late charges due under the Secured Notes.

1. BORROWER'S PROMISE TO PAY

I promise and I agree with Lender as follows:

COVENANTS

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

I promise that (i) I lawfully own the Property, (ii) I have the right to mortgage, grant and convey the Property to Lender, and (iii) there are no outstanding claims, charges, liens or encumbrances against the Property, except for those which are of public record.

IV. BORROWER'S RIGHT TO GRANT A SECURITY INTEREST IN THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

(x) All of the amounts that I pay to Lender under Paragraph 2 below

(xi) All replacements of or additions to the property described in subsections (iii) through (viii) of this Section; and

(xii) All of the rights and property described in subsections (iii) through (viii) of this Section that I acquire in the future;

(xiii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(xiv) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(xv) All rents or royalties and other income from the Described Property;

(xvi) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(xvii) All buildings and other improvements that are located on the Described Property;

(xviii) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(xix) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(xx) All of the amounts that I pay to Lender under Paragraph 2 below

(xxi) All replacements of or additions to the property described in subsections (iii) through (viii) of this Section; and

(xxii) All of the rights and property described in subsections (iii) through (viii) of this Section that I acquire in the future;

(xxiii) All fixtures that are now or in the future will be on the Described Property or on the property described in subsection (ii) of this Section;

(xxiv) All rights that I have in the land which lies in the streets or roads in front of, behind or next to, the Described Property;

(xxv) All rents or royalties and other income from the Described Property;

(xxvi) All rights in other property that I have as owner of the Described Property. These rights are known as easements, rights and appurtenances attached to the Property;

(xxvii) All buildings and other improvements that are located on the Described Property;

REAL ESTATE INDEX NUMBER: 09 20 111 026 VOL: 090
The property which is located at 1036 JEANETTE STREET, DES PLAINES, IL 60018, is attached as Exhibit "A" which is made a part of this Security Instrument. This Property is called the "Described Property."

III. DESCRIPTION OF THE PROPERTY I give Lender rights in the Property described below:
JEANETTE
The Secured Notes and any changes to the Secured Notes made with the written consent of Lender.
(iii) Keep all of my other promises and agreements under this Security Instrument, below to protect the value of the Property and Lender's rights in the Property; and
(iii) pay, with interest, any amounts that Lender spends under Paragraphs 2 and 7

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien. I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior lien if (A) I agree, in writing, to pay the obligation

I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will pay these amounts either by making the payments to Lender that are described in Paragraph 2 above or by making the payments on time to the Person owed them.

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument.

4. BORROWER'S OBLIGATION TO PAY CHARGES, ASSESSMENTS AND CLAIMS

First, to pay prepayment charges due under the Secured Note; Second, to pay any advances due to Lender under this Security Instrument; Third, to pay the amounts due to Lender under Paragraph 2 above; Fourth, to pay interest due under the Secured Note; Fifth, to pay deferred interest under the Secured Note; Sixth, to pay principal due under the Secured Note; Last, to pay late charges due under the Secured Note.

Unless the law requires otherwise, Lender will apply each of my payments under the Secured Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

3. APPLICATION OF BORROWER'S PAYMENTS

When I have paid all of the amount due under the Secured Note and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Secured Note.

When I have paid all of the amount due under the Secured Note and under this Security Instrument, Lender will promptly refund to me any Funds that are then being held by Lender. If, under Paragraph 27 below, Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding at that time to reduce the Secured Note.

enough Funds to make those payments. I will pay to Lender whatever additional amount is necessary to pay the Escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

if, at the time payments of Escrow items are due, Lender has not received enough Funds to make those payments, I will pay to Lender whatever additional amount is necessary to pay the Escrow items in full. I must pay that additional amount in one or more payments as Lender may require.

if an excess of Funds remains after all Escrow items have been paid and if I am keeping all of my promises and agreements made in this Security Instrument, then I will have the right to have the excess amount refunded directly to me. If it exceeds \$25.00, or credited to my future biweekly payments of Funds. Any refund or credit to which I am entitled will be made once a year.

Adjustments to the Funds (iii) If Lender's estimates of the Escrow items are too high, the amounts that I pay under this Paragraph 2 will be too large.

Lender may not charge me for holding or keeping the Funds, for using the Funds to pay Escrow items, for analyzing my payments of Funds, or for receiving, verifying and totaling assessments and bills. However, Lender may charge me for these services if Lender pays the interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (a) Lender and I agree in writing, at the time I sign this Security Instrument, that Lender will pay interest on the Funds; or (b) the law requires Lender to pay interest on the Funds.

Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow items. Lender will give to me, without charge, an annual statement of Funds activity.

Paragraph 2 will be called the "Funds". Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay the Escrow items. Lender will give to me, without charge, an annual statement of Funds activity.

estimate the Escrow items. The amounts that I pay to Lender for Escrow items under this existing assessments and bills and reasonable estimates of future assessments and bills to mortgage insurance premiums, which items will be called the "Escrow items." Lender will use yearly taxes, hazard insurance premiums, assessments, leasehold payments, ground rents and

(iii) Lender's Obligations If I make my payments to Lender, Lender will estimate from time to time my

I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 2.

(d) One-twenty-sixth of the estimated yearly premium for mortgage insurance, if any.

(c) One-twenty-sixth of the estimated yearly premium for hazard insurance covering the Property; plus

(b) One-twenty-sixth of the estimated yearly leasehold payments or ground rents on the Property, if any; plus

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I will keep the Property in good repair. I will not destroy or substantially change the Property and I will not allow the Property to deteriorate. I will keep and maintain the Property in compliance with any state or federal hazardous materials and hazardous waste laws. I will not use, generate, manufacture or store any hazardous materials or hazardous waste on, under or about the Property. I will indemnify, defend and hold harmless Lender and its employees, officers and directors and their successors from any claims, damages or costs for required or necessary repair or the removal of hazardous waste or any other hazardous materials claim. If I do not own but am a tenant on the property, I will fulfill my obligations under my lease. I also agree that, if I acquire the fee title to the Property, my lease interest and the fee title will not merge unless Lender agrees to the merger in writing.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL ANY LEASE OBLIGATIONS

If I am required by Lender to pay premiums for mortgage insurance, I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender acquires the Property under Paragraph 27 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the Sums Secured immediately before the Property is acquired by Lender or sold. If any Proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my biweekly payments under the Secured Notes and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to delays or changes.

If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may collect the Proceeds. Lender may use the Proceeds to repair or restore the Property or to pay the Sums Secured. The 30-day period will begin when the notice is given.

The amount paid by the insurance company is called "Proceeds." Any Proceeds received will be applied first to reimburse Lender for costs and expenses incurred in connection with obtaining the Proceeds, and then, at Lender's option and in the order and proportion as Lender may determine in its sole and absolute discretion, regardless of any impairment or lack of impairment of security, as follows: (A) to the extent allowed by applicable law, to the Sums Secured in a manner that Lender determines and/or (B) to the payment of costs and expenses of necessary repairs or to the restoration of the Property to a condition satisfactory to Lender, such application to be made in the manner and at the times as determined by Lender.

If there is a loss or damage to the Property, I will promptly notify the proper insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

If I obtain earthquake insurance, any other hazard insurance, credit life and/or disability insurance, or any other insurance on or relating to the Property or the Secured Notes and which are not specifically required by Lender, I will name Lender as loss payee of any proceeds.

At my sole cost and expense, I will obtain and maintain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. I may choose the insurance company but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of these insurance policies and renewals of the policies must include what is known as a Standard Mortgage Clause to protect Lender. The form of all policies and renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals. If Lender requires, I will promptly give Lender all receipts of paid premiums and renewal notices that I receive.

5. BORROWER'S OBLIGATION TO MAINTAIN INSURANCE

rise to the superior lien and Lender agrees in writing the way in which I agree to that obligation; or (B) in good faith, I argue or defend against the superior lien in a way that must be given up; or (C) I secure from the holder of that other lien an agreement, signed in writing by Lender, that the lien of this Security Instrument is superior to the lien of that Person. If Lender determines that any part of the Property is subject to a superior lien, Lender may give to me a notice identifying the superior lien. I will pay or satisfy the superior lien or take one or more of the actions set forth above within 10 days of the giving of notice.

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of Lender's agreements made in this Security Instrument under this Security Instrument will have all of Lender's rights and will be obligated to keep all

11. OBLIGATIONS OF BORROWER AND OF PERSONS TAKING OVER BORROWERS' RIGHTS OR OBLIGATIONS

Secured Notes and under this Security Instrument demand that I make immediate payment in full of the amounts that I owe to Lender under the charges or liens against the Property. Lender will have the right under Paragraph 27 below to enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, Lender will still have all of those rights and may exercise and instrument or under the law, Lender will still have all of those rights and may exercise and

Even if Lender does not exercise or enforce any of its rights under this Security Instrument or under this Security Instrument, even if Lender is requested to do so. Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested to do so.

Lender may allow those delays or changes for a Person who takes over my rights and obligations, even if Lender is requested to do so. Lender will not be required to bring a lawsuit against such a Person for not fulfilling obligations under the Secured Notes or under this Security Instrument, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

10. CONTINUATION OF BORROWER'S OBLIGATIONS AND OF LENDER'S RIGHTS

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the biweekly payments of principal and interest due under the Secured Notes or under this Security Instrument. Even if Lender does this, however, that Person and I will both still be fully obligated under the Secured Notes and under this Security Instrument.

Lender may allow a Person who takes over my rights and obligations subject to this Security Instrument to delay or to change the amount of the biweekly payments of principal and interest due under the Secured Notes, that use will not delay the due date or change the amount of any of my biweekly payments under the Secured Notes and under Paragraphs 1 and 2 above.

However, Lender and I may agree in writing to delays or changes. If any proceeds are used to reduce the amount of principal which I owe to Lender under the Secured Notes, that use will not delay the due date or change the amount of any of my biweekly payments under the Secured Notes and under Paragraphs 1 and 2 above. If I abandon the Property or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the Sums Secured. The 30-day period will begin when the notice is given.

If all of the Property is taken, the proceeds will be used to reduce the Sums Secured. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will be reduced only by the amount of proceeds multiplied by the following fraction: (A) the total amount of the Sums Secured immediately before the taking, divided by (B) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me.

9. AGREEMENTS ABOUT GOVERNMENTAL TAKING OF THE PROPERTY

I assign to Lender all my rights: (A) to proceeds of all awards or claims for damages resulting from condemnation, eminent domain or other governmental taking of all or any part of the Property; and (B) to proceeds from a sale of all or any part of the Property that is made to avoid condemnation, eminent domain or other government taking of the property. All of those proceeds will be paid to Lender.

8. LENDER'S RIGHT TO INSPECT THE PROPERTY

Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection. I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so.

interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. Lender, and others authorized by Lender, may enter upon and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before or at the time an inspection is made, Lender must give me notice stating a reasonable purpose for the inspection. I will pay to Lender any amounts which Lender advances under this Paragraph 7 with interest, at the interest rate in effect under the Secured Notes which have not been paid. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so.

7. LENDER'S RIGHT TO PROTECT ITS RIGHTS IN THE PROPERTY

If (A) I do not keep my promises and agreements made in this Security Instrument, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as a legal proceeding in bankruptcy, in probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Lender's rights in the Property. Lender's actions may include appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions. Although Lender may take action under this Paragraph 7, Lender does not have to do so. Any action taken by Lender under this Paragraph 7, will not release me from my obligations under this Security Instrument.

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18. INJURY TO PROPERTY; ASSIGNMENT OF RIGHTS

An assignment is a transfer of rights to another. I may have rights to bring legal action against persons, other than Lender, for injury or damage to the Property or in connection with the loan made to me by Lender and which arose or will arise before or after the date of this Security Instrument. These rights to bring legal action may include an action for breach of contract, fraud, concealment of a material fact or for intentional or negligent

If Lender acts to have the Property sold after a Breach of Duty as defined in Paragraph 28, I understand and agree that: (A) my right to occupy the Property ceases at the time the Property is sold; (B) I shall have no right to occupy the Property after such sale without the written consent of the new owner of the Property; and (C) my wrongful and unlawful possession of the Property may subject me to monetary damages, including the loss of reasonable rent and the cost of eviction. All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 17, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the Summ Secured. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds.

17. LENDER'S RIGHTS TO RENTAL PAYMENTS AND TO TAKE POSSESSION OF THE PROPERTY

If Lender requires immediate payment in full or if I abandon the Property, then Lender, Persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter upon and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change rental agreements and leases. If Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 17, I agree that the tenants may make those rental payments to Lender without having to ask Lender whether I have failed to keep my promises and agreements under this Security Instrument, or (iii) me for my permission to do so.

16. BORROWER'S COPY

I acknowledge the receipt of one conformed copy of the Secured Notes and of this Security Instrument.

15. GOVERNING LAW; SEVERABILITY

This Security Instrument and the Secured Notes shall be governed by and construed under federal law and federal rules and regulations including those for federal savings and loan associations, called "Federal Law," in the event that any of the terms or provisions of this Security Instrument or the Secured Notes are interpreted or construed by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of this Security Instrument or the Secured Notes.

14. NOTICES REQUIRED UNDER THIS SECURITY INSTRUMENT

Any notice that must be given to me under this Security Instrument will be given by delivering it by first class mail unless applicable law requires use of another method. The notice will be addressed to me at 1038 JEANETTE STREET, DES PLAINES, IL 60018. A notice will be given to me at an alternative address if I give Lender a notice of my alternative address. I may designate only one mailing address at a time for notification purposes. Any notice that must be given to Lender under this Security Instrument will be given by mailing it by first class mail to Lender's address stated in Section 1(C) above entitled, "Definitions of Words Used in This Mortgage," unless Lender gives me notice of a different address. Any notice required by this Security Instrument is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14 or of applicable law.

13. LEGISLATION AFFECTING LENDER'S RIGHTS

If a change in applicable law would make any provision of the Secured Notes or this Security Instrument unenforceable, Lender may require that I make immediate payment in full of all Sums Secured by this Security Instrument.

12. MAXIMUM LOAN CHARGES

If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed permitted limits, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Secured Notes or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Secured Notes.

If more than one Person signs this Security Instrument as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Security Instrument. Lender may enforce Lender's rights under this Security Instrument against each of us individually or against all of us together. This means that any one of us may be required to pay all of the Sums Secured.

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COPIES

(c) If the Owners Association maintains, with an insurance company reasonably acceptable to Lender, a master or blanket policy on the Project which is satisfactory to Lender and which provides insurance coverage on the terms, in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," and Lender is provided with evidence of such master or blanket policy, then (i) Lender waives the provision in Paragraph 2(B) above for the biweekly payment to Lender of one-twenty-sixth of the estimated yearly premium installments for hazard insurance on the Property; and (ii) hazard insurance coverage on the Property as required by Paragraph 5 above is deemed to be satisfied to the extent that the required coverage is provided by the Owners Association policy. I shall give Lender prompt notice of any lapse in the required hazard insurance coverage. I shall provide a copy of such master or blanket policy to Lender annually.

I shall perform all of my obligations under the Constituent Documents, including assessments when due, when due, all dues and assessments. If I do not pay the dues and assessments when due, Lender may, at its option, pay them. I will pay to Lender any amounts which Lender advances under this Paragraph 24 according to the terms described in Paragraph 7 above.

(B) The following are called the "Constituent Documents": (i) The declaration or any other document which created the Project; (ii) By-laws of the Owners Association; (iii) Code of regulations for the Project; (iv) Articles of Incorporation, trust instrument or equivalent document which creates the Owners Association; (v) The Project's covenants, conditions and restrictions; (vi) Other equivalent documents.

(A) If an owners association or other entity, called "Owners Association," holds title to Property for the benefit or use of the Project and its members or shareholders, the Property also includes my interest in the Owners Association and the uses, proceeds and benefits of my interest.

If the Property is a unit in a condominium, cooperative or planned unit development, each of which shall be called the "Project," and I have an interest in the common elements of the Project, then Lender and I agree that:

24. CONDOMINIUM, COOPERATIVE AND PLANNED UNIT DEVELOPMENT OBLIGATIONS
 Lender may modify the Security Instrument and the Secured Notes at Lender's sole discretion in the event that I have failed to make my biweekly payments in the manner set forth in the Secured Notes. In the event of a modification to monthly payments, Lender will substitute the term "monthly payment" at each point that the term "biweekly payment" appears in this Security Instrument. Additionally, paragraph 2(B) will be modified to require payment of one-twelfth of each of the escrowed items identified in subsection (k)-(d) of section 2(B).

23. MODIFICATION
 This Security Instrument may be modified or amended only by an agreement in writing signed by Borrower and Lender.

22. CAPTIONS
 The captions and headings at the beginning of each paragraph of this Security Instrument are for reference only and will not be used in the interpretation of any provision of this Security Instrument.

21. WAIVER OF STATUTE OF LIMITATIONS
 I will waive, within applicable law, the pleading of the statute of limitations as a defense to enforce this Security Instrument, including any obligations referred to in this Security Instrument or Secured Notes.

20. LOST, STOLEN OR MUTILATED DOCUMENTS
 If any of the Loan Documents are lost, stolen, mutilated or destroyed and Lender delivers to me an indemnification in my favor, signed by Lender, then I will sign and deliver to Lender a Loan Document identical in form and content which will have the effect of the original for all purposes.

19. CLERICAL ERRORS
 In the event Lender at any time discovers that this Security Instrument, the Secured Notes or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical mistake, calculation error, computer error, printing error or similar error, I agree, upon notice from Lender, to reexecute any Loan Documents that are necessary to correct any such error(s) and I also agree that I will not hold Lender responsible for any damage to me which may result from any such error.

acts, I assign these rights, and any proceeds arising from these rights, as permitted by applicable law, to Lender. Lender may, at its option, enforce these rights in its own name and may apply any proceeds resulting from this assignment to any amount that I may owe to Lender under the Note and this Security Instrument after deducting any expenses, including attorneys' fees, incurred in enforcing these rights. At the request of Lender, I will sign any further assignments or other documents that may be necessary to enforce this assignment.

THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.

If any of the statements of fact that I have made are materially false or misleading, I will be in default under the Secured Notes and this Security Instrument. If I am in such default, Lender may, at its option, increase the interest rate and margin, subject to the Lifetime Rate Cap stated in the Secured Notes.

Lender has relied upon statements of fact which I have made to qualify for this loan. I have stated and confirm that: (A) the Property is my personal and primary residence; (B) I will occupy the Property not later than 30 days after this Security Instrument is recorded; and (C) I will use the Property as my residence for at least 12 months from the date this Security Instrument is recorded.

31. OWNER OCCUPANCY

My right to any applicable homestead exemption in the Property is waived.

30. WAIVER OF HOMESTEAD

To the extent allowed by law, I will give Lender a fee for furnishing any statement of obligation with respect to this Security Instrument or the Secured Notes.

29. STATEMENT OF OBLIGATION

When Lender has been paid all of the amounts secured by this Security Instrument, Lender shall release or cancel this Security Instrument without charge to me except that I will pay any recordation costs.

28. LENDER'S OBLIGATION TO DISCHARGE THIS SECURITY INSTRUMENT

Lender will apply the proceeds from the sale of the Property in the following order: (A) to all fees, expenses and costs incurred in connection with the sale, including trustees' and attorneys' fees, if any; (B) to all sums secured by this Security Instrument; and (C) any excess to the Person or Persons legally entitled to it.

Lender does not have to give me notice of a Breach of Duty unless notice is required by Applicable Law. If Lender does not make a demand for full payment upon a Breach of Duty, Lender may make a demand for full payment upon any other Breach of Duty. If there is a Breach of Duty, Lender may also take action to have a receiver appointed under the Applicable Law to collect rents from any tenants on the Property and to manage the Property. The action to appoint a receiver may be taken without prior notice to me and regardless of the value of the Property. The sale of the Property may be postponed by or at the direction of Lender except as limited or prohibited by the Applicable Law. If the Property is sold under the Applicable Law, I agree that it may be sold in one parcel. I also agree that Lender may add to the amount that I owe to Lender all legal fees, costs, allowances, and disbursements incurred as a result of the action to sell the Property, except to the extent that the Applicable Law limits or prohibits any such charges.

If there is a Breach of Duty by me, the Lender may take action to have the Property sold under any applicable Federal Law, rule or regulation and, where Federal Law is not applicable, under the law of the state where the Property is located, which will be called the "Applicable Law."

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Property of Cook County, Illinois

UNOFFICIAL COPY

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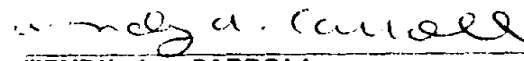
BY SIGNING BELOW, I accept and agree to the terms and conditions contained in this Security Instrument and in any rider(s) signed by me and recorded in proper official records.

(PLEASE SIGN YOUR NAME EXACTLY AS IT APPEARS BELOW)

BORROWER(S):



THOMAS L. CARROLL (Seal)



WENDY A. CARROLL (Seal)

(Seal)

(Seal)

(Seal)

(Seal)

Property of Cook County Clerk's Office

ATTACH INDIVIDUAL NOTARY ACKNOWLEDGEMENT

54708885

33915645

UNOFFICIAL COPY

94706893

93915645

Property of Cook County Clerk's Office

" OFFICIAL SEAL "
MARINA LEVITAS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10/18/95

NOTARY PUBLIC

[Signature]

10/18/95

MY COMMISSION EXPIRES.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 17 DAY OF November 1993

ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH.

SIGNED AND DELIVERED THE SAID INSTRUMENT AS their FREE AND VOLUNTARY

APPEARED BEFORE ME THIS DAY IN PERSON, AND ACKNOWLEDGED THAT they

PERSON(S) WHOSE NAME(S) are SUBSCRIBED TO THE FOREGOING INSTRUMENT,

AKA Wendy A. Carroll Marshall and Thomas L. Marshall PERSONALLY KNOWN TO ME TO BE THE SAME

DO HEREBY CERTIFY THAT Thomas L. Marshall and Wendy A. Marshall

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,

COOK COUNTY SS:

STATE OF ILLINOIS

9 3 9 1 5 0 4 5