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DEPT-01 RECORDING \$33.50
T80012 TRAN 6268 11/15/94 11:27:00
45139 + SK #94-968549
COOK COUNTY RECORDER

(Space Above This Line For Recording Date)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given onOCTOBER 20....., 19 94..... The mortgagor is ..JAMES P. NOLAN, MARRIED TO KATHLEEN ANN WOJACK..... ("Borrower"). This Security Instrument is given toCOLE-TAYLOR BANK....., which is organized and existing under the laws of ..THE STATE OF ILLINOIS....., and whose address is ..CHICAGO, ILLINOIS..... ("Lender"). Borrower owes Lender the principal sum of ..TWENTY THOUSAND SIX HUNDRED FIFTY AND 49/100**** Dollars (U.S. \$ 20,650.49.....). 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 onOCTOBER 29, 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:

PIN 19 34 309 031

Lot 1 (EXCEPT THE SOUTH 20 FEET) IN BLOCK 28 IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE EAST 129 FEET OF THE 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34, AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

which has the address of ...8500 S. KOLMAR....., ..CHICAGO.....,
[Street] [City]

Illinois 60652..... ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 8/90 (page 1 of 6 pages)

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INSTRUMENTS 5 (J) (1) OR	
CHICAGO, IL 60690-9743	
P.O. BOX 909743	
MAIL TO - COLE TAYLOR BANK	
PREPARED BY - COLE TAYLOR BANK	
NAME	
NANCY L. MICA	
"OFFICIAL SEAL"	
MY COMMISSION EXPIRES 9/12/96	
NOTARY PUBLIC STATE OF ILLINOIS	
DISCLAIMER PROHIBITS ADDRESS OF AGENT	
INDIRECT STREET INDEX NUMBER	
FOR RECORDING INDEX NUMBER	
DISCLAIMER PROHIBITS ADDRESS OF AGENT	
NAME	
CITY	
STREET	
DATE OF COMMISSION	
9/12/96	
Commission expires: 9/12/1996	
Given under my hand and official seal, this 30 day of Oct 1994	
..... free and voluntary act, for the uses and purposes herein	
..... signed and delivered the said instrument as 14 to the said person (s) whose name (s)	
..... subscribed to the foregoing instrument, prepared before me this day in person, and acknowledged that he has	
..... personally known to me to be the same person (s) whose name (s)	
..... hereby certify that	
..... Notary Public in and for said county and state,	
..... County as:	
STATE OF ILLINOIS.	
(Type Below This Line for Acknowledgment)	
Social Security Number.....	
-Borrower.....	
Social Security Number.....	
-Borrower.....	
(Seal)	
Social Security Number..... 360-26-9844	
-Borrower.....	
(Seal)	
JAMES P. NOLAN	

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

- Adjustable Rate Rider Condominium Rider 1-4 Family Rider
 Grandparent Rider Planned Unit Development Rider Biweekly Payment Rider
 Balloon Rider Late Improvement Rider Second Home Rider
 Other(s) [Specify] _____

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

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UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged an additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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23. Waller of Homestead. Borrower will have all right of homestead exemption in the Property.
Instrument without charge to Borrower. Borrower shall pay any recrudition costs. Lender shall receive this Security
22. Release. Upon payment of all sums secured by this Security instrument, Lender shall receive this Security
by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in
of all sums received by this Security instrument without further demand and may require immediate payment in full
is not cured or before the date specified by Borrower to accelerate and foreclose this Security instrument
counsel the non-existence of a default by any other deferee of Borrower after receipt in the Property. If the default
shall further improve Borrower of the right to remit after acceleration and the right to assert in the Property. The notice
of the sums secured by this Security instrument, foreclosed by judicial proceeding and sale of the Property
be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration
debt; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must
unless a applicable law provides otherwise). The notice shall specify: (a) the default or acceleration under paragraph 17
breach of any covenant or agreement in this Security instrument (but not prior to acceleration under
NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.
used in this paragraph 20, "Environmental Law", means federal laws and laws of the jurisdiction where the Property is located
pesticides and herbicides, volatile solvents, materials containing asbestos or leaded paint, and radioactive materials. As
by Environmental Law and the following substances: asbestos, kerosene, other dangerous toxic products, toxic
As used in this paragraph 20, "Hazardous Substances", are those substances defined as toxic or hazardous substances
Borrower shall promptly take all necessary remedial action in accordance with Environmental Law.

regulatory authority, that may remove or other remediation of any hazardous substance affecting the Property is necessary,
any governmental agency or private party involving the Property and any Hazardous Substances
Environmental Law of which Borrower has actual knowledge, if Borrower is notified by any government or
Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by
to normal residential uses and to maintenance of the Property.

The notice on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate
the Property that is in violation of any Environmental Law. The proceeds from such sale not apply to the proceeds
of any Hazardous Substances on or in the Property shall not do, nor allow anyone else to do, anything affecting
20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release
The notice will also contain details of the new Loan Servicer required by 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 be given a written notice of the change in accordance with paragraph 14 above and applicable law.
Servicer, Borrower will be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan
also may be one of the "Loan Servicer", that collects monthly payments due under the Note and this Security instrument. There
(known as the "Loan Servicer"), who may result in a change in the Note (together with this Security
in amount) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity
19. Sale of or Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security
right to rescind the sale, not apply in the case of acceleration under paragraph 17.

arrears and the obligations secured hereby shall remain fully effective as it no acceleration had occurred. However, this
the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in-
require to assert that the title of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay
instrument, including, but not limited to, reasonable attorney fees; and (d) pays all expenses incurred in enforcing this Security
occurred; (b) causes any default of any other covenants of this instrument; (c) pays all expenses incurred in enforcing this Security
(a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had
Security instrument; or (b) entry of a judgment concerning this Security instrument to any power of sale contained in this
as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this
enforcement of this Security instrument discontinued in any time prior to the earlier of: (a) 5 days (or such other period
any remedy permitted by this Security instrument. If Borrower without further notice or demand on Borrower.
by this Security instrument, if Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke
of note less than 30 days from the date the notice is delivered within which Borrower must pay all sums accrued
(if Lender exercises this option, the notice of acceleration. The notice shall provide a period
law as of the date of this Security instrument.

secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal
permitted without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums
law as of the date of this Security instrument.

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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 2, 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.

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural

13. GOVERNING LAW; SEVERABILITY. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision 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 and can be given effect without the conflicting provision. To the extent the provisions of this Security Instrument and the Note are declared to be invalid,

14. Notices. Any notice provided under the Note, any prepayment charge under the Note, or by mail, fax, or electronic mail to Barrower provided for in this Security Instrument shall be delivered by deliverying it at Barrower's address stated herein or any other address Lender designates by notice to Barrower or Lender when given as provided in this paragraph.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges can be deducted or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce such loan charge to the permitted limits; and (b) any sums already deducted from Borrower under the Note or by making a direct payment to Borrower, Lender may choose to make this reduction by reducing the principal, and under the terms of the Note or by making a partial prepayment without any prepayment charges under the Note.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's liability under this Security Instrument shall be joint and several. Any Borrower who co-signs this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the terms of this Security Instrument without regard to the terms of this Security Instrument or the Note without affecting Borrower's liability.

Unless less Lenient and Borrower and Lender and Borrower Not a Waller. Extension of the time for payment or modification of amortization of the loan secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest of Borrower shall not affect the liability of the original Borrower or Borrower's successors in interest of Borrower to pay the principal and interest due on the note or any other obligation of Borrower to Lender under the note or any other instrument executed by Borrower and Lender.

9. Inspection. Lender or its agent may make reasonable entries upon and inspect all premises of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specificly describing reasonably 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 convexity in lieu of condemnation, are hereby assigned and shall be paid to Lender.

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COLE TAYLOR BANK

COLE TAYLOR BANK WAIVER OF HOMESTEAD RIGHTS

The undersigned waives all rights to Homestead Exemption on the
property commonly known as 8300 S. KOLMAR, CHICAGO IL 60632
in relation to loan dated
OCTOBER 20, 1994, in the amount of \$ 20,000.00.

Kathleen Ann Wojack 10/20/94
KATHLEEN ANN WOJACK Date

Date

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MANUFACTURED BY:

Property of Cook County Clerk's Office

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