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When Recorded Mull to:

STM Mortgage Company d/b/n The Chief Pinancial Group

1250 Mockingbird Lane

Sulto 600

Dallas, TX 75247 ATTN: Loan Control Department

(Space Above This Line For Recording 401362723

MORTGAGE

THIS MORTOAGE ("Security Instrument") is given on Navember 15, 1994. The mortgager is North and ANGELA C. KROON, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to the Mortgage Company, a Texas Corporation, d/b/a The Chief Financial Group, which Corporation is organized and existing under the laws of the State of Texas, and whose address is 1250 Mackingbird Lane, Suite 600, Dallas, TX 75247 ("Lender"). Borrover owes Lender the principal sum of One Hundred Six Thousand Four Hundred and No/100 Dollars (U.S. \$106,400.00). This debt is evidenced by Borrover'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 December 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by its Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other stime, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (e) 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 COOR Courty, Illinois:

LOT EIGHT (EXCEPT THE EAST 29.31 FEET THEREOF) (8) IN CARROTHERS AND BRAUN'S THIRD ADDITION TO DES PLAINES, BEING A SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTH HALF (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER

(1/4) OF SECTION 28, TOV NSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF DESCRIBED AS BEING THE NORTH HALF (1/2) (EXCEPT THE SOUTH 3.5 FEET THEREOF) OF THE SOUTH HALF (1/2) OF THE SOUTHEAST

QUARTER (1/4) OF THE SOUTHWEST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF County Cla

SECTION 28).

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which has the address of 1523 STOCKTON AVENUE, DES PLAINES, IL KOKK ("Property Address");

TOORTHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or herenter 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

BORROWER COVENANTS that Borrower is lawfully seised 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.

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ILLINOIS - Single Pamily - PANIA/FILMC UNIFORM INSTRUMENT

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Perm 3014 9/90 Amended 5/91 (page 1 of 3 pages)

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Univorm Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest: Propayment and Late Charges, Borrower shall promptly pay when due principal of and interest on the debt evidenced by the Note and any prepayment and into charges due under

2. Funds for Taxes and Insurance. Subject to applicable law or to a written water by Lander, 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 lien of the payment of mortgage insurance premiums. These tiems are called "Escrow Items." Lender may, at any time, collect and hold Pands 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 Bainte Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. U2601 et seq. ("RISPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold basis of current data and reasonable estimates of expenditures of litture Escrow Items or otherwise in accordance with applicable law. with applicable law.

with applicable law.

The Pands shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender if Lender is such an institution) or any Pederal Home Loan Hank, Lender shall apply the Funds to pay the Escrow Items, I ender may not charge Horrower for holding and applying the funds, annually analyting the escrow account, or verifying the lescrow Items, unless Lender pays Borrower interest on the Pands 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 florrower any interest or carriags on the Pands. Borrower and Lender shall not be required to pay florrower any interest or carriags on the Pands. Borrower, without carrie, an annual accounting of the Pands showing credits and debits to the Pands and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

If the Funds held by Lender at any time lawlet sufficient to pay the Barrow Items when due, Lender may so notify Borrower for the excess runds in accordance with the requirements of applicable law, if the amount of the Funds held by Lender at any time lawlet sufficient to pay the Barrow 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 accordance with the security bayments, at Lender's sole discretion.

discretion.

Upon payment in fall of all sums second by this Security Instrument, Lender shall promptly refund to Horrover any Funds held by Lender. If an ler maragraph 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 the Security Instrument.

3. Application of Payments. Unless applicable any provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any pre my tent charges the 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.

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 actain priority over this Security List ament, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person over dipayment. Borrower shall pay them on time directly to the person over dipayment. 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 his Security instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the libn in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the libn in amounter acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the libn in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the libn in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the libn in a manner acceptable to Lender; (b) contests in good faith the lien by or recently any notice to a lien which may main priority over this \$2 arrive instrument. Lender any part of the Property is subject to a lien which may main priority over this \$2 arrive instrument. Lender may give Borrower anotice 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. Huzard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property in an of the periods that Lender requires. The insurance arriver providing the Assarance shall be chosen by B

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 iessened, 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 proceeds that the insurance earrier 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 i 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 of Property; Borrower's Loam Application, Leaseholds, Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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 Unless Lender and Borrowe: otherwise agree in writing, insurance proceeds shall be applied to restoration

which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond

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Borrewer's control. Borrower shall not destroy, damage or lapair 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 falth judgement 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 falth 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 material false or inaccurate information or statements to Lender (or falted 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 fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. It Borrower falts 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 bankruptey, probate, for condemantion 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, pa

do so.

Any amout is disbursed by Londer 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 Instrument. It Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the promiums required to maintain the insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender Inpses or ceases to be in effect, Borrower shall pay the premiums recome to obtain coverage substituting 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, at a cost substantially equivalent to the cost to Borrower of the 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 80 rewer when the insurance coverage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance enverage (in the month and for the period that Lender requires) provided to an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required or maintain mortgage insurance in effect, or to provide a loss reserve, and Lender or applicable law.

and Lender or applicable law.

9. Inspection, Lender or its agent may note 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.

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 field of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the property is shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess prod to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property inmediately before the taking is equal to or granter than the amount of the sums secured 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 secured immediately before the taking, divided by (b) the fair market value of the Property Immediately before the taking.

Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, onless Borrower and Lender otherwise agree in writing or toless 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. are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a cialm for damages, Borrower falls to respond to Lerder within 30 days after the date the notice is given. Lender is authorized to collect and apply the proceeds, at the option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whenever or not then

Unless Lender and Borrower otherwise agree in writing, my application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 is change the

amount of such payments.

11. Borrower Not Released: Forbearance By Lender Not a Walver. 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 interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or

remedy.

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 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 sams secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

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 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 amount necessary to reduce the charge to the permitted limit; 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 Note 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 Note.

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14. Natices. Any nonce 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 notice 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 Luw; Severability. This Security Instrument shall be governed by federal taw 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 be governed 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 declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed 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 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 Lender's prior written consont, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal has of the date of this Security Instrument.

If Lender exercises this option, Lunder shall give horrower notice of acceleration. The notice shall provide a period of no; it is than 30 days from the date the notice is delivered or mailed within which horrower must pay all sums seemed by this Security Instrument. If Borrower falls 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 Borrov er-

18. Borrower's Pigl to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days for such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Eorower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as i, no acceleration had occurred; (b) cures any default of any other coverants or agreements; (c) pays all expenses are treed in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Leader may reasonably require to assure that the lien of this Security Instrument, Leader'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 occurred hereby shall retries fully affective as if an acceleration had occurred. However, this

right to reinstate shall not apply in the east of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Service; The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more the continuous without prior notice to Horrower. 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 nore changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Porrower 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 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 laz rdous 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 flortower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any flazardous Substance affecting the Property is necessary, florrower 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 finvironmental Law and the following substances: gasoline, kerosene, other Cammable or toxic products, toxic pesticides and harbfeides, volatile solvents, materials confuering asbestos of formaldehyde, and radioactive unterials. As used in this paragraph 20, "Environmental Law" means federal taws and laws of the jurisdiction where the Property is located that relate to health, safety of environmental

protection.

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

21. Acceleration; Rancelles. Lender shall give notice to horrower prior to acceleration following Dorrower'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 regulred 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 ar before the date specified in the notice mny 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 sams secured by this Security Instrument without further domand and may foreclose this Security Instrument by judicini 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. Walver of Homestead. Borrower walves all right of homestead in the Property.

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Other:	11112 TIME		
By Signing Below, Borrower at	copis and agrees	to the terms and covenant	is contained in this Secur
nstrument and in any rider(s) execu	ited by Borrower i	und recorded with it.	
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