93968816

COOK COUNTY, ILLINOIS FILEO FOR RECORD

1993 NOV 29 AM 9: 41

93968816

[Space Above This Line For Recording Date] THIS MORTGAGE IS BEING RE-RECORDED IN ORDER TO CORRECT THE SPELLING OF WINDSOR MORTGAS LOAN NO. 6153217 1993 THIS MORTGACE ("Security Instrument") is given on NOVEMBER 15 The mortgagor is WILLIAM L. CONNELLY III AND KATHLEEN G. CONNELLY, MARRIED EACH OTHER · Kic will KIL ("Borrower") This Security Instrument is given to WINDSOR MORTGAGE INC. IT'S SUCCESSORS AND/OR LESIGNS which is organized and existing under the laws of THE STATE OF ILLINOIS , and whom address is 3201 OLD GLENVIEW ROAD, WILMETTE, ILLINOIS 60091 ("Lender Borrower owes Lender the principal sum of THREE HUNDRED THOUSAND AND 00/100 3. This debt is evidenced by Borrower's note dated the same date as this 300,000.00 (U.S. \$ Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable & . This Sicurity Instrument secures to Lender: (a) the repayment of § on DECEMBER 1, 2023 the debt evidenced by the Note, with interest, and all renewals, extension, 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 the 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 County, Illinois: COOK THE WEST 1/2 OF LOT 71, IN KENILWORTH GARDENS, BEING A SUBDIVISION OF THOSE PARTS OF THE WEST 1/2 OF SECTION 28, TOWNSHIP 42 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF RIDGE ROAD, DESCRIBED AS FOLLOWS: LOT 1 IN BARBARA WAGNER'S SUBDIVISION OF THE SOUTH 20 ACRES OF THE NORTHWEST 1/4 OF SAID SECTION 23, ALSO THE NORTH 10 ACRES OF THE SOUTHWEST 1/4 OF SAID SECTION 28, IN WILMETTE-COOK COUNTY, ILLINOIS.

P.I.M. #05-28-300-021

which has the address of

2121 KENILWORTH AVENUE

WILMETTE

Illinois 60091

11 (\*Prope

("Property Address");

[City]

(Zio Code)

( Troporty Heorem )

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 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.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Benking Forms Supply Co., Inc. (800) 446-6655 Page 1 of 6 Initials: [NDE KCC

Form 3014 9/90

Boy 77

3968816

## HOLE TO UNOFFICIAL COPY

add to the state of the

Mayro Im. The second of the se Hatte Bertham Committee Co

Sandt P. P. L

County Clark's Office

99.13.8.14.8.

mall of and the state of

top is the product of the control of

eegg Flut and c

Contra March 18 A. 1948

 $\left|\frac{\partial}{\partial x_{i}}\right| = \frac{\partial}{\partial x_{i}} \left(\frac{\partial}{\partial x_{i}} - \frac{\partial}{\partial x_{i}}\right) = \frac{\partial}{\partial x_{i}} \left(\frac{\partial}{\partial x$ 

THIS SECURITY INSTRUMENT on thin is uniform covering that property.

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 correct 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 Borrowei 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 requires 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 of the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permit at 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 Funda 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 c edit 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.

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

Initiale: ML KCC

### **UNOFFICIAL COP**

Emorate in the second of a

A service of the control of the cont  $(\mathcal{M}_{i} \otimes_{\mathcal{A}_{i}} \mathcal{A}_{i} \otimes_{\mathcal{A}_{i$ end to be well as the second of the second en an e 1 de mercon de la companya en gettig bet i beginning

Lox Coot County Clert's Office pathological engineering The state of the state of the state of the and only in a few of the second gamager of the action of the second State of the Contraction 10

the weathers on the second the But the state of t 1 But the foreign that the water of the Brogom Works Carlon Carrier S.

Barrier and the second of the second of Afternal Community of the properties. Part of the second second

the figure of the state of the state of with a deposit of the second

Children productions of the contract of the second Country of Madica Services and Control Parameter 1 Harabara da esta en la companya de la companya della companya de la companya della companya dell professional committee of the first of the committee of

And the first of the control of the A transport of the second of the second of the second

Address the second of the second Property of the second second

Policidad Control Company (Control Control · · · 1 · 14,  $(0,0) = \{ (1,1), \dots, (n-1) \}_{n \in \mathbb{N}}$ 

HOD GOT

premiums and renewal notices. In he went of the porrever shall proport notice to the interfance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the

acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, an 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 B recover'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 law 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 Fourt, 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 aricunts 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.

- 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 mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. It substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-two-lifth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess 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 equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

Initials: SAJC KIC

## **UNOFFICIAL COPY**

The second of the second of the second and the second s  $g_{\theta}(x_{0}) = \exp\left(\frac{1}{2}\left(\theta_{0} - 1\right) \exp(\theta_{0}) \left(1\right) + \exp\left(\frac{1}{2}\theta_{0}\right)\right)$ was successful and the constitutions of the other of the constitution of the constitut

the many sections of the section of

places in the south and the second 1.1.1.1.1.1.V. Haramar Strain state of the second Coot Colling Clort's O The second of the second of the second And agential in Sold facilities with a second Some of the same of the And the second of the second of the

Apt to beat output and a sign for the sign of And the second of the second as employed the state of the contract of the ensitive and the second of the second of the second Market state of the search of

rape of the state of the state of the state of to solve the earlier of the contract of What they have been a trade of the first

where we sail  $(p_{ij})_{ijkl} = \operatorname{and}_{ij}(\Omega) \otimes \operatorname{det}_{ijkl}(u)$ And the Market of the Land of the  $(g, e, e, e) \sim \mathcal{P}(\mathbf{w}_0, \mathcal{A}(1)) + (e, e) + (e, e) + (e, e)$ The way are that they have the state of graficación de la companya del companya del companya de la company steens to prairie and a resource of the second of The pulse for the experience to be a second or the experience  $e(k) = \Phi(k)$  and  $e(k) = h^{-1} e(k)$  . For  $k \in \mathbb{N}$ Propagation of the Control of the Control of the Control HE PROPERTY OF BUTCHES OF STREET OF THE STREET

granted and the second of the Make the first of the first participation of the contract of t

The transfer of the second of the

Constitution of the State of th Astronomy of the state of the state of growth the plant of agency of a con-July on Branch and the other was

A SEC OF THE PROPERTY OF STREET

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 yalde 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, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone

the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forhearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in 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 sums 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 3 curity 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.

14. Notices. Any notice to Borrower provided for in this Security Incrument 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 Law; Severability. This Security Instrument shall be governed of federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are 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 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 consent, 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 law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or 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 Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective

. .

Initials: WACKLC

#### **UNOFFICIAL COPY** $\mathcal{Q}^{\mathbf{v}}(X) = \mathbf{v}_{\mathbf{v}}(X) + \mathbf{v}$ And the second

na na sanata da karata ka ; · . . . . all of burning a second light of the

Consider the second of the sec

Agreement to ded the control of the en la companya de la companya della companya della companya de la companya della for any other way in the second All Water Control of the Section 1985 er teath ann an Aire ann an Aire. Tagaidte ann an Aire Professional Commencer

Bill. A.  $-1 = \left( k_1 + \cdots + k_n - 1 \right)$ Marie Street West  $(a_1,\ldots,a_{r+1},\ldots,a_{r+1})$ 

The Board of the Same  $\kappa(r_1-r_1) = (r_1-r_2) = (r_1-r_2)$ 

Company of the Compan  $(\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}}) = (\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}},\mathfrak{A}_{\mathcal{A}})$ and the second section of the second

September 19 to the support of the control of the support And the second second en in analysis of the interpretation of the second  $| \boldsymbol{\tau}_{i} - \boldsymbol{\tau}_{i} | \boldsymbol{\epsilon}_{i} - \boldsymbol{\epsilon}_{i} |$ State of the state of the state of the state of

Magic Large Carlotte and Commence gratification of the second Attacher green to be a fine or the second

Coot County Clart's Office displacement of the second sec

ender von de groeier van de gebeure De gebeure van de ge

AMALO TO THE STATE OF THE STATE

Market Andrews Control of the Control than the effect of the engineers of the A section of the sectio Alternative of the control of the ety. Orday process president in the con-State of the same to be the same of the

But to go f  $(x_1, x_2, \dots, x_n)$ 4000

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

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

maintenance of the Property.

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the renowing substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20. "Environmental Law" means teller it laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the nolice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foretheare 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 stans arcured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Londer shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
  - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

ILLINOIS - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Page 5 of 6 Banking Forms Supply Co., Inc. (600) 446-6655

Initiale: WHEKE

OFFICE

Form 3014 9/90 LIFT #3014 1/91

### **UNOFFICIAL COPY**

model of the second of the sec

es Baratt Kommune in the Commune of the Commune of

gue paramente de la compansa de servicio de la compansa del compansa de la compansa de la compansa del compansa de la compansa del compansa de la compansa de la compansa de la compansa del compansa de la compansa del compansa del compansa de la compansa de la compansa del compansa del compansa de la compansa del c

edian planta de la composición del composición de la composición de la composición del composición de la composición de la composición del composición de la composición del c

The same of the second process of the second second

tracerpaintent of a victorial control of the contro

Security Instrument, the covenants and agreen	in the or more rider when the executed by corrover the of each such rider what he incomposated into a tent of the rider(s) were in pair of this secuted as the rider(s) were in pair of this secuted in the rider (s) were in pair of the secuted as the rider (s) were in pair of the secuted as the rider (s) were in pair of the secuted as the rider (s) were in pair of the secuted as the rider (s) were in pair of the rider (s) were in the rider (s) and the rider (s	ant tremelance bas brome liedsbur
Adjustable Rate Rider	Condominium Rider	1-4 Family Ridor
Graduated Payment Rider	Planned Unit Development Rider	Biweekly Payment Rider
Bulloon Rider	Rate Improvement Rider	Second Home Rider
Other(s) [specify]	and name to the terms and community and be-	to Ath Book May 1
any rider(s) executed by Borrower and records	and agrees to the terms and covenants contained at with it.	in this Security Instrument and in
Witnesses:	Well 2 Ca	ell no (Scal)
	WILLIAM E. CONNEI	LLY FII .Barrower
<u> </u>	Kathlers	Complet (Soul)
0,	KATHLEEN G. CONNE	ALLY .Bulower
		(Seal)
COOK CO FILED	FUNTY, ILLIHOIS FOR RECORD	-Borrower
94 FEB	15 AH 10: 27 - 94 1 LE I II	(Scal)
	The state of the s	-Barrower
STATE OF ILLINOIS,	[Space Below The Line For Acknowled nent]County	SS:
1, THE UNDERSIGNED to bereby certify that WILLIAM L. CON	, a Notary Public NELLY III AND KATHLEEN Q. CO	in and for said county and state, NNELLY, MARRIED TO
BACH OTHER	العام _ rsonally known to me to be the same person(s) w	
	I before me this day in person, and acknowledged	that THEY
oven under my hand and official scal, this	15TH day of NOVEMBER / 11 .	19 93
ly Commission expires:	mutine hoter	V
Prepared Byt	Notary	y Public
Prepared Byt Patrion to BOXTT		
"Windsor Mortgage"	"OFFICIAL SEAL" CHRISTINE L. GREVAS CHRISTINE STATE OF HILLION	<u>ဖ</u>
3201 old Glanview Rd.	CHRISTINE L. Notery Public. State of Illinois Notery Public. State of 1/29/96 My Commission Expires 1/29/96	မ မ တ
MINYYMOULA WUUM!	WA COURTH	or or

# LA ROBBE OF THE UNOFFICIAL COPY out maken objects. A the factors of the following of the engine taking the control of and a month of the white mountain descript 1 1 2 4 2 while small book is The second of the second $m(h) (k \otimes k \otimes g \otimes h) (k \otimes h) (k \otimes g \otimes h) (k \otimes h) (k$ Coop Colling Clerks 5.83. inter the state of earlies of the earlies of the solution of t the constraint of the constrai The state of the s 1.34.5.

いはいるの

A MORPH MAN AND THE STATE OF TH